

**Service Associates, Inc.**

308 South Marshall Street  
Winston-Salem, North Carolina 27101

May 24, 2012

Marlene H. Dortch, Secretary  
Federal Communications Commission  
Office of the Secretary  
445 12<sup>th</sup> Street, SW  
Washington, DC 20554

**CC Docket No. 02-6**

**Re: Request for Review of  
USAC-SLD Appeal Denied**

To whom it may concern:

**This Request for Review is filed on behalf of the applicant. My contact information is as follows:**

Tom Traywick, Senior Compliance Analyst  
Service Associates, Inc.  
308 South Marshall Street  
Winston-Salem, NC 27101  
[florence3@serviceassoc.com](mailto:florence3@serviceassoc.com)  
(828) 668-5113

**Applicant** Gloria McFaddin, Director of Technology  
**Contact:** Florence County School District 3  
125 South Blanding Street  
Lake City, SC 29560  
[florence3@serviceassoc.com](mailto:florence3@serviceassoc.com)  
(843) 374-8652

**This Request for Review requests further consideration of the following USAC-SLD decisions:**

Funding Commitment Decision Letter – Funding Year 2011	
Date of Letter	April 3, 2012
Applicant	Florence County School District 3
Billed Entity Number	127203
Form 471 Application Number	814647
Funding Request Number	2214016

\*\*\*\*\*  
**Service Associates, Inc. is an E-rate support services company  
providing services exclusively to E-rate applicants.**  
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Funding Commitment Decision Letter – Funding Year 2011	
Date of Letter	April 11, 2012
Applicant	Florence County School District 3
Billed Entity Number	127203
Form 471 Application Number	815495
Funding Request Number	2216945

The **"Funding Commitment Decision"** in each Funding Commitment Decision Letter is: **"\$0.00 – Ineligible Services / Products"**.

The **"Funding Commitment Decision Explanation"** given in the Funding Commitment Decision Letter for FRN 2214016 is: **"DR1: Thirty percent or more of this FRN includes a request for installation that was not part of the contract or bid for the supporting components, which is an ineligible service(s) based on Program rules."**

The **"Funding Commitment Decision Explanation"** given in the Funding Commitment Decision Letter for FRN 2216945 is: **"DR1: Thirty percent or more of this FRN includes a request for supplemental installation that was not part of the contract or bid for the eligible installed equipment, which is ineligible based on Program rules."**

#### **Grounds for Appeal**

The applicant followed state and local procurement policies, procedures and regulations in order to contract for the network components and associated installation services requested in each of these FRNs but found that it would be more cost effective (for the District and the E-Rate Program) to acquire the network components and the associated installation services from separate contracts. Historically this practice has been allowed by USAC-SLD. Recently USAC-SLD reviewers have applied a different interpretation to language in the eligible services list and consequently have begun to deny installation services that were "not part of the contract or bid for the eligible installed equipment".

#### **Attachments**

February 23, 2011 Letter of Agency  
FCC Form 470 Number 186260000712550  
RFP FSD3-2009-001 Internal Network Services December 18, 2008  
Contract FSD3-2009-001A Network Maintenance Services Agreement February 12, 2009 and Extensions  
Contract FSD3-2009-001B Network Support Services Agreement February 12, 2009 and Extensions  
FCC Form 470 241070000905633  
ITB (RFP) FCSD3-2011-002 Servers February 8, 2011  
FCC Form 470 503080000905566  
ITB (RFP) FCSD3-2011-003 PBX Upgrade Project February 8, 2011

## **Background**

On 12/18/2008 the applicant posted FCC Form 470 Number 186260000712550, Applicant's Form Identifier "2009-001", requesting Basic Maintenance of Internal Connections with an RFP available and Internal Connections other than Basic Maintenance with an RFP available. For Internal Connections other than Basic Maintenance the Services or Function requested is described as *"Network Technical Services including, but not limited too, installation and configuration services. For any eligible components in future projects at any / all eligible sites."*

Also on 12/18/2008 the applicant published, advertised and made available the RFP FSD3-2009-001 Internal Network Services December 18, 2008.

On February 12, 2009 the District entered into contract number FSD3-2009-001A with Diversified Computer Solutions, Inc. ("DCS") for Network (Basic) Maintenance Services, and contract number FSD3-2009-001B with DCS for Network Support Services including installation and configuration of future network expansion and/or upgrade projects (see Page 2 Item 3 of the contract).

In institutional environments with complex network systems It is a common business management practice to contract, for both ongoing maintenance (BMIC) and future installations (IC), with one competent company that is familiar with the institution's network sites, users, and operating system configuration.

## **FY2011 Applications**

For FY2011 the District planned network upgrades including server upgrades and IP PBX upgrades. The District was already contracted with DCS for the installation of the upgrades where appropriate, and so it was only necessary to bid the system components.

### Form 471 Application Number 814647, FRN 2214016 Servers Install

- On February 8, 2011 the applicant posted FCC Form 470 241070000905633, Applicant Form Identifier "FCSD3-2011-002", requesting Internal Connections other than Basic Maintenance with an RFP available. The Services or Function requested is described as *"Servers per the Invitation to Bid FCSD3-2011-002. For all eligible sites."*
- Also on February 8, 2011 the applicant published, advertised and made available the ITB (RFP) FCSD3-2011-002 Servers February 8, 2011.
- For FRN 2213933, after considering all bids and the district's state and local procurement policies, procedures and regulations, the District chose as the most cost effective response that of Dell Marketing. Dell Marketing would not have been able to provide the District with the server installation and configuration necessary to the project; nor would any reseller be able to beat the direct purchase price from DELL in a solution that also bundled installation and configuration services. For FRN 2214016 the District applied for the server installation and configuration portion of the project referencing the DCS contract FSD3-2009-001B and the establishing FCC Form 470 Number 186260000712550.

Form 471 Application Number 815495, FRN 2216945 PBX Upgrade Install

- On February 8, 2011 the applicant posted FCC Form 470 503080000905566, Applicant Form Identifier "FCSD3-2011-003", requesting Internal Connections other than Basic Maintenance with an RFP available. The Services or Function requested is described as "PBX Upgrade Project per the Invitation to Bid FCSD3-2011-003. For all eligible sites."
- Also on February 8, 2011 the applicant published, advertised and made available the ITB (RFP) FCSD3-2011-003 PBX Upgrade Project February 8, 2011.
- For FRN 2217071, after considering all bids and the district's state and local procurement policies, procedures and regulations, the District chose as the most cost effective response that of DCS. For FRN 2216945 the District applied for the PBX Upgrade installation and configuration portion of the project referencing the DCS contract FSD3-2009-001B and the establishing FCC Form 470 Number 186260000712550.

**Conclusion**

The Eligible Services List for FY2011 states for "Installation Services" that *"Installation, activation, and initial configuration of eligible components are eligible if they are part of a contract or bid for those eligible components."*

The Eligible Services List for FY2011 **does not** state for "Installation Services" that *"Installation, activation, and initial configuration of eligible components are eligible if they are part of the contract or bid for those eligible components."*

For these FRNs as has been the practice in past, the District strictly followed their own State and local procurement policies and regulations, and also chose the most cost effective and administratively manageable course of action available, based on system management "best practices".

We believe that the continued denial of funding for these FRNs is not in the best interest of the program, and we respectfully request that this condition be corrected. To do otherwise would contribute to unintended consequences of hardship and inequity for the students and teachers in this District.

We all thank you for your kind attention to this matter. Please contact me if you have any questions or need additional information.

Sincerely,  
Service Associates, Inc.

Tom Traywick, Jr.  
Senior Compliance Analyst

Attachments as listed above



**Florence County School District Three**  
Post Office Drawer 1389 · 125 South Blanding Street  
Lake City, South Carolina 29560  
Telephone: (843) 374-8652 · FAX: (843) 374-2946

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February 23, 2011

Schools and Libraries Division  
Box 125 – Correspondence Unit  
80 South Jefferson Road  
Whippany, NJ 07981

To Whom It May Concern:

This letter is to inform you that Florence County School District Three has retained Service Associates, Incorporated to advise and assist the District in all matters regarding E-Rate and associated matters effective January 11, 2011, and we hereby authorize you to fully and openly speak and/or correspond with the Service Associates, Inc. Compliance Analysts listed below regarding all matters before USAC-SLD and/or the FCC:

Oliver T. Frail  
Thomas T. Traywick  
Heather H. Hosey  
Jane J. Jones  
Linda R. Felderhoff

Additionally, these analysts will serve as the District's Form 471 Block 1 contact person, and as the District's E-rate contact on any other forms and correspondence requested by the District.

This Letter of Agency will be in effect through October 31, 2012, unless canceled or extended by the District, and covers all District applications for all types of services for any Funding Year.

Thank you for your assistance in this matter.

Sincerely,  
  
Beth M. Wright, Superintendent

Cc: Oliver T. Frail  
Gloria McFadden

*"Ensuring All Students are Prepared for Success"*

FCC Form

Approval by OMB  
3060-0806

470

Schools and Libraries Universal Service  
Description of Services Requested  
and Certification Form

Estimated Average Burden Hours Per Response: 4.0 hours

This form is designed to help you describe the eligible telecommunications-related services you seek so that this data can be posted on the Fund Administrator website and interested service providers can identify you as a potential customer and compete to serve you.

Please read instructions before beginning this application.

(To be completed by entity that will negotiate with providers.)

## Block 1: Applicant Address and Identifications

Form 470 Application Number: 186260000712550
Applicant's Form Identifier: 2009-001
Application Status: COMPLETE
Posting Date: 12/18/2008
Allowable Contract Date: 01/15/2009
Certification Received Date:

1. Name of Applicant: FLORENCE COUNTY SCHOOL DIST 3		
2. Funding Year: 07/01/2009 - 06/30/2010		3. Your Entity Number 127203
4a. Applicant's Street Address, P.O.Box, or Route Number 125 S BLANDING ST		
City LAKE CITY	State SC	Zip Code 29560
b. Telephone number (843) 374- 8652		c. Fax number (843) 374- 0610
5. Type Of Applicant <input type="radio"/> Individual School (individual public or non-public school) <input type="radio"/> School District (LEA;public or non-public[e.g., diocesan] local district representing multiple schools) <input type="radio"/> Library (including library system, library outlet/branch or library consortium as defined under LSTA) <input type="radio"/> Consortium (intermediate service agencies, states, state networks, special consortia of schools and/or libraries)		
6a. Contact Person's Name: Heather K Hosey		
First, if the Contact Person's Street Address is the same as in Item 4 above, check this box. If not, please complete the entries for the Street Address below.		
6b. Street Address, P.O.Box, or Route Number <input type="radio"/> 160 East Main Street		
City	State	Zip Code

Brevard	SC	28712
Check the box next to your preferred mode of contact and provide your contact information. One box MUST be checked and an entry provided.		
<input checked="" type="checkbox"/> 6c. Telephone Number (828) 885- 2832		
<input type="checkbox"/> 6d. Fax Number () -		
<input checked="" type="checkbox"/> 6e. E-mail Address 2009flo3@district.us.com		

**Block 2: Summary Description of Needs or Services Requested**

<b>7 This Form 470 describes (check all that apply):</b>
a. <input type="checkbox"/> Tariffed or month-to-month services to be provided without a written contract. A new Form 470 must be filed for non-contracted tariffed or month-to-month services for each funding year.
b. <input checked="" type="checkbox"/> Services for which a new written contract is sought for the funding year in Item 2. Check if you are seeking <input type="checkbox"/> a multi-year contract and/or <input type="checkbox"/> a contract featuring voluntary extensions
c. <input type="checkbox"/> A multi-year contract signed on or before 7/10/97 but for which no Form 470 has been filed in a previous funding year.
<b>NOTE: Services that are covered by a signed, written contract executed pursuant to posting of a Form 470 in a previous funding year OR a contract signed on/before 7/10/97 and previously reported on a Form 470 as an existing contract do NOT require filing of a new Form 470.</b>

**What kinds of service are you seeking: Telecommunications Services, Internet Access, Internal Connections Other than Basic Maintenance, or Basic Maintenance of Internal Connections? Refer to the Eligible Services List at [www.sl.universalservice.org](http://www.sl.universalservice.org) for examples. Check the relevant category or categories (8, 9, 10 and/or 11 below), and answer the questions in each category you select.**

**8 ☒ Telecommunications Services**  
**Do you have a Request for Proposal (RFP) that specifies the services you are seeking ? If you check YES, your RFP must be available to all interested bidders for at least 28 days. If you check YES and your RFP is not available to all interested bidders, or if you check NO and you have or intend to have and RFP, you risk denial of your funding requests.**

a ☒ YES, I have released or intend to release an RFP for these services. It is available or will become available on the Web at at or via (check one):  
☐ the Contact Person in Item 6 or ☐ the contact listed in Item 12.

b ☒ NO, I have not released and do not intend to release an RFP for these services.

**Whether you check YES or NO, you must list below the Telecommunications Services you seek. Specify each service or function (e.g., local voice service) and quantity and/or capacity (e.g., 20 existing lines plus 10 new ones). See the Eligible Services List at [www.sl.universalservice.org](http://www.sl.universalservice.org) for examples of eligible Telecommunications services. Remember that only eligible telecommunications providers can provide these services under the universal service support mechanism. Attach additional lines if needed.**

c <input checked="" type="checkbox"/> Check this box if you prefer discounts on your bill.	<input type="checkbox"/> Check this box if you prefer reimbursement after paying your bill in full.	<input type="checkbox"/> Check this box if you do not have a preference.
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**9 ☐ Internet Access**

**Do you have a Request for Proposal (RFP) that specifies the services you are seeking ? If you check YES, your RFP must be available to all interested bidders for at least 28 days. If you check YES and your RFP is not available to all interested bidders, or if you check NO and you have or intend to have**

**and RFP, you risk denial of your funding requests.**

a ☒ YES, I have released or intend to release an RFP for these services. It is available or will become available on the Web at or via (check one):

☐ the Contact Person in Item 6 or ☐ the contact listed in Item 12.

b ☐ NO, I have not released and do not intend to release an RFP for these services.

**Whether you check YES or NO, you must list below the Internet Access Services you seek. Specify each service or function (e.g., monthly Internet service) and quantity and/or capacity (e.g., for 500 users). See the Eligible Services List at [www.sl.universalservice.org](http://www.sl.universalservice.org) for examples of eligible Telecommunications services. Remember that only eligible telecommunications providers can provide these services under the universal service support mechanism. Attach additional lines if needed.**

c ☒ Check this box if you prefer discounts on your bill.

☐ Check this box if you prefer reimbursement after paying your bill in full.

☐ Check this box if you do not have a preference.

#### 10 ☐ Internal Connections Other than Basic Maintenance

**Do you have a Request for Proposal (RFP) that specifies the services you are seeking? If you check YES, your RFP must be available to all interested bidders for at least 28 days. If you check YES and your RFP is not available to all interested bidders, or if you check NO and you have or intend to have and RFP, you risk denial of your funding requests.**

a ☒ YES, I have released or intend to release an RFP for these services. It is available or will become available on the Web at or via (check one):

☐ the Contact Person in Item 6 or ☐ the contact listed in Item 12.

b ☐ NO, I have not released and do not intend to release an RFP for these services.

**Whether you check YES or NO, you must list below the Internal Connections Services you seek. Specify each service or function (e.g., a router, hub and cabling) and quantity and/or capacity (e.g., connecting 1 classroom of 30 students). See the Eligible Services List at [www.sl.universalservice.org](http://www.sl.universalservice.org) for examples of eligible Telecommunications services. Remember that only eligible telecommunications providers can provide these services under the universal service support mechanism. Attach additional lines if needed.**

c ☒ Check this box if you prefer discounts on your bill.

☐ Check this box if you prefer reimbursement after paying your bill in full.

☐ Check this box if you do not have a preference.

**Service or Function:**

Network Technical Services including, but not limited too, installation and configuration services.

**Quantity and/or Capacity:**

For any eligible components in future projects at any / all eligible sites.

#### 11 ☐ Basic Maintenance of Internal Connections

**Do you have a Request for Proposal (RFP) that specifies the services you are seeking? If you check YES, your RFP must be available to all interested bidders for at least 28 days. If you check YES and your RFP is not available to all interested bidders, or if you check NO and you have or intend to have and RFP, you risk denial of your funding requests.**

a ☒ YES, I have released or intend to release an RFP for these services. It is available or will become available on the Web at or via (check one):

☐ the Contact Person in Item 6 or ☐ the contact listed in Item 12.

b ☐ NO, I have not released and do not intend to release an RFP for these services.

**Whether you check YES or NO, you must list below the Basic Maintenance Services you seek. Specify each service or function (e.g., basic maintenance of routers) and quantity and/or capacity (e.g., for 10 routers). See the Eligible Services List at [www.sl.universalservice.org](http://www.sl.universalservice.org) for examples of eligible**



Telecommunications services. Remember that only eligible telecommunications providers can provide these services under the universal service support mechanism. Attach additional lines if needed.

☒ Check this box if you prefer discounts on your bill.

☐ Check this box if you prefer reimbursement after paying your bill in full.

☐ Check this box if you do not have a preference.

**Service or Function:**

E-Rate Eligible Basic Maintenance

**Quantity and/or Capacity:**

Basic Maintenance of all eligible internal network components including, but not limited to, servers, switches, routers, wireless and wiring (including adds, moves and changes) at all eligible locations.

**12 (Optional)** Please name the person on your staff or project who can provide additional technical details or answer specific questions from service providers about the services you are seeking. This need not be the contact person listed in Item 6 nor the Authorized Person who signs this form.

**Name:**

Gloria McFadden

**Title:**

Student Data Coordinator

**Telephone number**

() -

**Fax number**

() -

**E-mail Address**

2009flo3@district.us.com

**13a.** ☒ Check this box if there are any restrictions imposed by state or local laws or regulations on how or when service providers may contact you or on other bidding procedures. Please describe below any such restrictions or procedures, and/or a Web address where they are posted and provide a contact name and telephone number.

\*\*\*\*\* All of the Restrictions and Requirements that apply to this procurement are detailed in the RFP FSD3-2009-001. PLEASE NOTE: It is a requirement of the RFP that all communications regarding this Form 470 be directed by email to the email address in Item 6 above (2009flo3@district.us.com). \*\*\*\*\*

☐ Check this box if no state and local procurement/competitive bidding requirements apply to the procurement of services sought on this Form 470.

**13b.** If you have plans to purchase additional services in future years, or expect to seek new contracts for existing services, you may summarize below (including the likely timeframes). If you are requesting services for a funding year for which a Form 470 cannot yet be filed online, include that information here.

### Block 3: Technology Resources

**14.** ☐ **Basic telephone service only:** If your application is for basic telephone service and voice mail only, check this box and skip to Item 16. Basic telephone service is defined as wireline or wireless single line voice service (local, cellular/PCS, and/or long distance) and mandatory fees associated with such service (e.g., federal and state taxes and universal service fees).

**15.** Although the following services and facilities are ineligible for support, they are usually necessary to make effective use of the eligible services requested in this application. Unless you indicated in Item 14 that your application is ONLY for basic telephone service, you must check at least one box in (a) through (e). You may

provide details for purchases being sought.

a. Desktop software: Software required ☒ has been purchased; and/or ☐ is being sought.

b. Electrical systems: ☒ adequate electrical capacity is in place or has already been arranged; and/or ☐ upgrading for additional electrical capacity is being sought.

c. Computers: a sufficient quantity of computers ☒ has been purchased; and/or ☐ is being sought.

d. Computer hardware maintenance: adequate arrangements ☒ have been made; and/or ☐ are being sought.

e. Staff development: ☒ all staff have had an appropriate level of training /additional training has already been scheduled; and/or ☐ training is being sought.

f. Additional details: Use this space to provide additional details to help providers to identify the services you desire.

#### Block 4: Recipients of Service

##### 16. Eligible Entities That Will Receive Services:

Check the ONE choice (Item 16a, 16b or 16c) that best describes this application and the eligible entities that will receive the services described in this application. You will then list in Item 17 the entity/entities that will pay the bills for these services.

a. ☐ Individual school or single-site library.

b. ☐ Statewide application for (enter 2-letter state code) representing (check all that apply):

- ☐ All public schools/districts in the state:
- ☐ All non-public schools in the state:
- ☐ All libraries in the state:

If your statewide application includes INELIGIBLE entities, check here. ☐ If checked, complete Item 18.

c. ☒ School district, library system, or consortium application to serve multiple eligible entities:

Number of eligible sites	10
<i>For these eligible sites, please provide the following</i>	
Area Codes (list each unique area code)	Prefixes associated with each area code (first 3 digits of phone number) separate with commas, leave no spaces
843	374, 389, 394, 396

##### 17. Billed Entities

17. Billed Entities: List the entity/entities that will be paying the bills directly to the provider for the services requested in this application. These are known as Billed Entities. At least one line of this item must be completed. If a Billed Entity cited on your Form 471 is not listed below, funding may be denied for the funding requests associated

with this Form 470.

Entity	Entity Number
FLORENCE COUNTY SCHOOL DIST 3	127203

**18. Ineligible Participating Entities**

List the names of any entity/entities here for whom services are requested that are not eligible for the Universal Service Program.

Ineligible Participating Entity	Area Code	Prefix
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**Block 5: Certification and Signature**

**19. ☒ I certify that the applicant includes:(Check one or both.)**

- a. ☒ schools under the statutory definitions of elementary and secondary schools found in the **No Child Left Behind Act of 2001, 20 U.S.C.Secs.7081(18) and (38)**, that do not operate as for-profit businesses, and do not have endowments exceeding \$50 million; and/or
- b. ☐ libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any school (including, but not limited to elementary and secondary schools, colleges and universities).

**20. ☒ I certify that all of the individual schools, libraries, and library consortia receiving services under this application are covered by technology plans that are written, that cover all 12 months of the funding year, and that have been or will be approved by a state or other authorized body, an SLD-certified technology plan approver, prior to the commencement of service. The plans were written at the following level(s):**

- a. ☐ individual technology plans for using the services requested in the application, and/or
- b. ☒ higher-level technology plans for using the services requested in the application, or
- c. ☐ no technology plan needed; application requests basic local, cellular, PCS, and/or long distance telephone service and/or voice mail only

**21. ☒ I certify that I will post my Form 470 and (if applicable) make my RFP available for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted will be carefully considered and the bid selected will be for the most cost-effective service or equipment offering, with price being the primary factor, and will be the most cost-effective means of meeting educational needs and technology plan goals. I certify that I will retain required documents for a period of at least five years after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the status and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.**

**22. ☒ I certify that the services the applicant purchases at discounts provided by 47 U.S.C. Sec. 254 will be used solely for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. Sec. 54.500(k). Additionally, I certify that the entity or entities listed on this application have not received anything of value or a promise of anything of value, other than the services and equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.**

**23. ☒ I acknowledge that support under this support mechanism is conditional upon the school(s) and/or library(ies) I represent securing access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support.**

**24. ☒ I certify that I am authorized to order telecommunications and other supported services for the eligible entity**

(ies). I certify that I am authorized to submit this request on behalf of the eligible entity(ies) listed on this application, that I have examined this request, and to the best of my knowledge, information, and belief, all statements of fact contained herein are true.

25. ☒ I certify that I have reviewed all applicable state and local procurement/competitive bidding requirements and that I have complied with them. I acknowledge that persons willfully making false statements on this form can be punished by fine or forfeiture, under the Commissions Act, 47 U.S.C. Secs. 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. Sec. 1001.

26. ☒ I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program.

27. Signature of authorized person:

28. Date (mm/dd/yyyy):

29. Printed name of authorized person: **Beth Wright**

30. Title or position of authorized person: **SUPERINTENDENT**

31a. Address of authorized person: **125 South Blanding Street**  
City: **Lake City** State: **SC** Zip: **29560**

31b. Telephone number of authorized person: **(843) 374 - 8652**

31c. Fax number of authorized person: **()**

31d. E-mail address number of authorized person: **2009flo3@district.us.com**

31e. Name of authorized person's employer: **FLORENCE COUNTY SCHOOL DISTRICT 3**

Service provider involvement with preparation or certification of a Form 470 can taint the competitive bidding process and result in the denial of funding requests. For more information, refer to the SLD web site at [www.sl.universalservice.org](http://www.sl.universalservice.org) or call the Client Service Bureau at 1-888-203-8100.

**NOTICE:** Section 54.504 of the Federal Communications Commission's rules requires all schools and libraries ordering services that are eligible for and seeking universal service discounts to file this Description of Services Requested and Certification Form (FCC Form 470) with the Universal Service Administrator. 47 C.F.R. § 54.504. The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended. 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the competitive bidding requirement contained in 47 C.F.R. § 54.504. All schools and libraries planning to order services eligible for universal service discounts must file this form themselves or as part of a consortium.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

The FCC is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide to determine whether approving this application is in the public interest. If we believe there may be a violation or a potential violation of any applicable statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information in your application may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, information provided in or submitted with this form or in response to subsequent inquiries may also be subject to disclosure consistent with the Communications Act of 1934, FCC regulations, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law.

If you owe a past due debt to the federal government, the information you provide may also be disclosed to the Department of the Treasury Financial

Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized.

If you do not provide the information we request on the form, the FCC may delay processing of your application or may return your application without action.

The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq.

Public reporting burden for this collection of information is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554.

Please submit this form to:

**SLD-Form 470  
P.O. Box 7026  
Lawrence, Kansas 66044-7026  
1-888-203-8100**

For express delivery services or U.S. Postal Service, Return Receipt Requested, mail this form to:

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# **Request for Proposal**

**For**

## **Internal Network Services**

**For The**

**Florence County School District 3**

**Department of Information Technology**

**125 South Blanding Street**

**Lake City, South Carolina 29560**

**RFP # FSD3-2009-001**

**December 18, 2008**

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## Introduction

This document is a Request for Proposals; it is not an Invitation to Bid. In determination of the meaning of statements contained in this document, please carefully consider the strict meaning of words such as: must, shall, will, should, might, could, require, suggest, request, etc.

The Florence County School District 3 ("the District" or "FSD3") seeks qualified proposals in response to this Request for Proposals No. FSD3-2009-001 ("RFP"). The purpose of this RFP is to establish a source, or sources, of infrastructure component associated services for future projects and for basic maintenance of day to day operations, and a means of pricing the future delivery of those services. This RFP documents the requirements for the procurement of those services listed below:

1. Network Technical Services
2. Network basic maintenance services

It is the intent of the District to award three year Master Contracts with optional renewable annual extensions. The District encourages interested firms to offer proposals for any, each, or all of the categories of services listed above. The District will negotiate and award contracts as it deems necessary.

The District has established a standard for Network Systems that utilizes Microsoft and Novell operating systems, and Dell servers. Network Electronics (including wireless LAN) devices include but are not limited to Cisco. Telephone systems are Cisco Call Manager VoIP. The district has a satisfactory installed base that adheres to this standard. Therefore, the district reserves the right to reject any proposals that do not include the ability to provide and support one or more of these systems.

## Invitation

A. The District will receive sealed proposals at:

Florence County School District 3  
District Office  
Attn: Gloria McFadden, Student Data Manager  
125 South Blanding Street  
Lake City, SC 29560

The deadline for receipt of proposals is **Wednesday January 21, 2009, 3:00 PM**. From the time of receipt of this RFP until the awarding of the contracts, Offerors are hereby cautioned to **limit any communications with the District to the email account named below**. Any attempt to circumvent the RFP process by contacting personnel at this institution could result in the disqualification of the Offeror. Any questions regarding this RFP should be in writing **VIA EMAIL**, to RFP FSD3-2009-001 ([2009flo3@district.us.com](mailto:2009flo3@district.us.com)).



**Questions will be answered by issue of Addenda sent out to the entire list of potential Offerors that have requested a copy of the RFP from the District. Any interpretation, correction, or change of the RFP will be made by release of an ADDENDUM in this fashion. It will be the responsibility of all respondents to contact the District prior to submitting a response to this RFP to ascertain whether Addenda have been issued.**

**Receipt of Proposals:** The deadline for receipt of proposals is **Wednesday January 21, 2009, 3:00 PM.** All responses will be opened at that time. Only the names of the firms providing proposals will be read at this time. Any proposal received after the deadline date and time will be immediately disqualified. **In the event the District Office is closed on the scheduled proposal opening date, the proposal opening date will be re-scheduled for the same time on the next business day the District Office will be open and proposals will be accepted until that time and date.**

Place the following on the outside of the mailing/delivery package: **Response to Florence County School District 3, Internal Network Services, RFP # FSD3-2009-001.** The Offeror must provide one signed original and four (4) copies of the proposal. This means that FAX or email transmission of the proposal will not be accepted.

- B. **Right of Non-Commitment or Rejection:** This solicitation does not commit the district to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the services. The district reserves the right to reject any or all proposals received, or to cancel in part, or in its entirety, this RFP if it is in the best interest of the district to do so. The District expects to award contract(s) to the firm(s) whose proposal is in the best interest of the district. No proposal may be withdrawn for a period of sixty (60) days after the date set for the opening of said proposal.
- C. **Proposal acceptance period:** Offerors shall hold their price firm and subject to acceptance by Florence County School District 3 for a period of **Ninety (90) working days** from the date of the proposal opening, unless otherwise indicated in their proposal.
- D. The RFP and its requirements will become binding on the Offeror awarded a contract, unless Offeror takes formal exception to an item or items, as directed in the section, "Proposal Requirements."
- E. The District reserves the right to purchase systems and services through agreements resulting from this RFP, from State Contract, and/or any other sources without limitation.

## **Time Schedules**

- RFP / Form 470 Posted

**Thursday December 18, 2008**

- Deadline for questions **Thursday January 15, 2009, 3:00 PM**
- Deadline for receipt of Proposals **Wednesday January 21, 2009, 3:00 PM**

## **Evaluation Criteria**

Evaluation of all proposals will be based on the following criteria, listed in order of priority:

- A. Cost **50%**
- B. Offeror's experience and other qualifications. **30%**
- C. Completeness and format of response. **10%**
- D. Quality of responses provided by references (the District will select those references to be contacted). **10%**

## **E-Rate**

The District has posted FCC Form 470 Number **186260000712550** on the USAC-SLD web site in conjunction with this RFP, and it is the intent of the District to file FCC Form 471 Application(s) with the SLD for funding of these services. District funding of these services may be conditional upon a funding commitment by the SLD. The successful Offeror will be required to segregate, and bill separately, any costs of services that are not e-Rate eligible. The successful Offeror will be required to bill in accordance with SLD guidelines using the method determined by the District.

## **General Requirements/Information**

- A. The District reserves the right to reject any and all proposals, to waive any technicalities, to negotiate with one or more Offerors prior to awarding a contract, and to accept the proposal(s) which, in District's opinion, seem(s) most advantageous to the District.
- B. This solicitation is intended to promote competition. If the language, specifications, terms and conditions, or any combination thereof; seems to any vendor to restrict, or limit, the requirements in the solicitation to a single source, it shall be the responsibility of the interested vendor to notify the District in writing so as to be received at least Five (5) days prior to the opening date. The solicitation may or may not change, but a review of such notification will be made prior to award.
- C. Any actual or prospective Offeror, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest to Donna Sullivan, Senior Director of Finance, 125 South Blanding Street, Lake City, SC 29560, within fifteen days of the date of issuance of the Invitation For Proposals or Requests for Proposals or other solicitation documents, whichever is applicable, or any amendment thereto, if the amendment is at issue. Any actual Offeror, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest to Donna Sullivan, Senior Director of Finance, 125 South Blanding Street, Lake City, SC 29560, within fifteen days of the date of notification of award posting in accordance with Florence County School District 3 Procurement Code and Regulations.

- D. Offeror will be required to submit Offeror's standard agreement with Offeror's proposal for review by District. The Offeror awarded a contract will be required to amend Offeror's standard agreement to include (1) this RFP and any Addenda, (2) Offeror's proposal, and (3) any approved amendments and changes as binding components of the contract. These documents will supersede any conflicting statement in Offeror's standard agreement. The terms and conditions agreed to as part of the final contract(s) will remain applicable during warranty and as long as the contract(s) is(are) in effect between Offeror and District.
- E. The parties shall look to the RFP for resolution of conflict or ambiguity in the following order of precedence: (a) this RFP; (b) exhibits and other documents to be developed in the future that shall become a part of the Agreement (c) the District-Offeror Agreement (d) the District issued purchase orders or acknowledgments; and then, (e) the Offeror response to the RFP.
- F. Upon award of a contract under this solicitation, the person, partnership, association, or corporation to whom the award is made, must comply with the laws of South Carolina, which require such person or entity to be authorized and/or licensed to do business in this state. By submission of this signed offer, the offeror agrees to subject itself to the jurisdiction and process of the courts of the state of South Carolina, as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability of taxes, licenses or fees levied by any government unit.
- G. The general standard of care by which Offeror shall be measured is the same standard imposed by South Carolina law on a fiduciary in a fiduciary relationship. The standard of care Offeror shall assume includes a duty of loyalty to act in the District's best interests with respect to the subject matter of the contemplated engagement, and a duty of responsibility to act with utmost good faith and diligence with respect to the obligations of Offeror under the Agreement.
- H. The District shall have the right to interview and to object to Offeror's assignment of specific individuals (including management) to perform work relating to this Agreement and to request replacement of personnel assigned by Offeror to perform work relating to this Agreement. The District may reject personnel provided by the Offeror without incurring any cost if such rejection is made within the first two (2) days of the person's assignment. The District may reject personnel provided by the Offeror at any time provided the District pays for the time the contract person has worked.
- I. Offeror may subcontract part of its responsibilities to related companies or other entities provided the District gives prior, written approval of the subcontractor and Offeror and such subcontractor meets the requirements of the District's confidentiality agreement. In the event that Offeror engages such a subcontractor, the acts and omissions of the subcontractor shall be deemed to be the acts and omissions of Offeror and references in this Agreement to the obligations of Offeror shall also be deemed to be references to subcontractor, each one and the same.
- J. No contract may be assigned, sublet or transferred without written approval of the District.
- K. Offeror shall keep District Confidential Information secure and confidential. Offeror shall not directly or indirectly disclose, copy, distribute or allow access to any District Confidential Information; provided however, Offeror may disclose such information to persons performing services for Offeror related to the subject matter who require access to District Confidential Information in order to complete their responsibilities. In such event, Offeror

shall continue to have a legal duty to protect such District Confidential Information. In addition, Offeror may disclose District Confidential information, if so required by law.

- L. The vendor shall hold the District harmless from any and all damages and claims that may arise by reason of any negligence on the part of the vendor, his agents, or employees in the performance of this contract, and in case of any action brought therefore against the District or any of its agents or employees, the vendor shall assume full responsibility for the defense therefore, and upon his failure to do so on the proper notice, the District reserves the right to defend such motion and charge all cost thereof to the vendor. The vendor shall take all precautions necessary to protect the public against injury.
- M. Offeror will provide the District with a written release of all liability for any liens or other encumbrances that are legally and properly claimed against the system installation. Furthermore, Offeror agrees to indemnify the District against any losses the District may incur as a result of such liens or encumbrances.
- N. Offeror will, if awarded a contract, obtain, pay the premium for, and maintain in full force and effect at least throughout the term of the contract, and for such additional time as District may deem necessary, the following insurance:
  - 1. Workmen's Compensation, as required by Labor Laws of the State of South Carolina
  - 2. Property Damage in the amount of not less than \$1,000,000
  - 3. Public Liability in the amount of not less than \$1,000,000 for one person and \$3,000,000 for the aggregate
  - 4. Note: Prior to commencement of work, Offeror will provide the District with certificate of insurance or other proof of compliance, acceptable to the District. Such certificates or other Documentation will be provided to the District at least 30 days prior to any cancellation and/or change in insurance carriers or coverage.
- O. If any term or provision of any contract resulting from this RFP shall be found to be illegal or unenforceable, notwithstanding any such legality or unenforceability, the remainder of said contract shall remain in full force and effect, and such term or provision shall be deemed to be deleted and severed there from.
- P. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract(s). All changes or amendments to the Contract(s) will be in the form of an Addendum to the Contract executed by agreement and acceptance of both parties.

## **Proposal Format and Requirements**

Proposals must be made in the official name of the firm or individual in which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company or corporation submitting the proposal.

All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by person signing the proposal. Erasures, or use of typewriter correction fluid, may be cause for rejection. No proposal shall be altered or amended after specified time for opening.

It is the intent of the District that the RFP Response (The Proposal) is presented in the format requested. It is the requirement of the District that the Offeror execute the acknowledgement statement at the end of this Section.

The Offeror may wish to consider using a cover letter to relay any other information deemed necessary by the Offeror.

Any portions of the submitted proposal that are to be treated by the District as proprietary and confidential information must be clearly marked as such. Proprietary and confidential information submitted by an Offeror shall not be subject to public disclosure; however, the Offeror must invoke this protection by so stating in writing. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information. The classification of the entire proposal document, line item prices and/or total proposal prices as proprietary or trade secret information is not acceptable and may result in rejection of the proposal as non-responsive. By submission of a proposal, you are guaranteeing that all goods and services meet the requirements of this RFP.

All Offerors must provide at a minimum, the following information in the following order. **Any portion not included will be cause for possible elimination from the proposal process.** The information should be organized as indicated below.

**One signed original and four (4) copies** of the proposal must be provided by the Offeror.

**Provide Firm Information**

- Firm Name
- Firm Address
- Contact information for the Officer of the Firm in charge of this Proposal
- Contact information for proposed account manager and lead engineer.
- E-Rate SPIN
- Federal Taxpayer Identification Number
- Firm Profile

**Understanding of the Project**

- Provide a detailed description of all of the services to be provided.
- Provide a detailed description of the Offeror's plan for delivering all of the services to be provided, including a detailed description of the Offeror's plan for maintaining complete communications with the District in the process.

**Offeror Qualifications**

- Provide statements and documentation of the firm's experience in the areas of service requested in this RFP.

- Provide documentation of any and all company and personnel certifications relating to the Areas of Expertise defined in this RFP.
- Provide the firm's job descriptions for each proposed level of support personnel, addressing skills and experience as presented in this RFP. Sample Resumes may be provided if available.
- Any other information that would be helpful to the District.

#### **Offeror Client Base/References**

The offeror should have references for similar engagements performed within the past two years. The offeror may list as many references as necessary. For each of the references, provide the following information:

- Client Name
- Client Location
- Contact name(s), telephone numbers, and email address(s)
- Inclusive dates of engagement
- Description of engagement

#### **Terms and Conditions**

Offeror shall include a copy of proposed agreement terms and conditions. Price quotes must include all costs. Final terms and conditions will be negotiated prior to contract award.

#### **Exceptions**

- In a section titled "Exceptions", Offeror should point out services and features which cannot be provided and contract conditions which cannot be met.
- If Offeror fails to take exception to object to any conditions of the RFP, it shall mean that the Offeror agrees with and will comply with all conditions set forth in this RFP.

#### **Alternatives**

- In a section entitled "Alternatives", Offeror may list services, features, or contract conditions, which in the Offeror's opinion may be more favorable to the District than those set forth in this document.
- Such services and conditions will be taken into account in evaluating the proposal. This, however, does not relieve the Offeror from adhering to the specifications in the base proposal.

**The ACKNOWLEDGEMENT form on the following page must be executed and included as a part of each response.**

## **Acknowledgement**

**In submitting this proposal, we (Offeror) understand that THE DISTRICT will determine at their discretion which proposal, if ANY, is accepted. We acknowledge that Offerors waive any right to claim damages of any nature whatsoever, based on the selection process and any communication associated with the selection and the final selection of successful Offeror.**

**We further acknowledge that the Florence County School District 3 has the right to verify any and all information submitted by the Offeror, to evaluate Offeror's integrity, reliability, and capacity for satisfactory performance, to wave any and all technicalities and to award a contract that is deemed in the best interest of the Florence County School District 3.**

**FIRM NAME:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## **Vendor's Standards of Responsibility**

The following specifications **are not absolute requirements** but these and similar credentials would be viewed by the District in a positive light. The vendor's ability to meet the following specifications (and / or similar specifications) should be documented in the proposal. The factors to be considered in determining whether the district standards of responsibility have been met include whether a prospective offeror has:

- 1) Available the appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements;
- 2) A satisfactory record of performance;
- 3) A satisfactory record of integrity;
- 4) Qualified legally to contract with the district; and
- 5) Satisfactorily received an E-Rate SPIN.

## **Scope – Network Technical Services**

The intent of this RFP is to establish a source, or sources, of network technical services for data, voice and video on an as needed basis for future projects and day to day operations. The District intends to negotiate a three year Master Contract with an option for voluntary extensions, if deemed in the best interest of the District. The services requested in this Section may or may not be broken out into multiple contracts. The District might award contracts to both a Primary Source of Services and a Secondary Source of Services.

During the contract period, the Offeror(s) will be expected to provide network installation and configuration services including installation and configuration of network projects (servers, routers, switches, etc.) if requested by the District. This should be proposed as a schedule of multiple levels of hourly fees for multiple levels of technical competence or certification. This support will be provided, if requested by the District, under a time and materials Network Services Contract.

For each project performed as a result of this RFP, Offeror shall provide to the District, in Excel format, the model number, serial numbers and physical installation locations of all components installed by Offeror. This must include site, room number, and/or technology closet as applicable. Offeror will permanently tag all components installed by Offeror.

### **Cost**

For this section of the RFP please provide a schedule of hourly and/or daily rates for the personnel to be provided. This schedule should detail each level of support personnel to be provided (for instance Network Engineer, Network Technician, Desktop Technician, etc.) and the area of certification/expertise (for instance Novell, Microsoft, Cisco, etc.). The schedule should also address any other charges associated with support personnel, such as travel and/or after hours support.



### **Vendor's Qualifications**

The following specifications are not absolute requirements but these and similar credentials would be viewed by the District in a positive light. The vendor's ability to meet the following specifications (and / or similar specifications) should be documented in the proposal.

A. The successful Offeror should:

1. Have a staff of engineers and technicians that have certifications and qualifications including, but not limited to those associated with Novell, Microsoft, Cisco, and Cisco VoIP.
2. Have a business presence in South Carolina.
3. Have an established business partnership with leading industry infrastructure hardware manufacturers.

B. The successful Offeror should have the following experience:

1. Substantial experience as a network systems integration company.
2. Installation and support of multiple platforms and network operating systems within a K-12 environment.
3. Successful voice/data convergence installations.
4. Successful internal and external wireless installations.
5. Network systems design and project management.

### **Scope – Network Maintenance Services**

The intent of this RFP is to establish a source, or sources, of basic network maintenance services for data, voice and video on an as needed basis for future projects and day to day operations. The District intends to negotiate three year Master Contracts each with an option for voluntary extensions: including 1) a basic maintenance contract for E-rate eligible services, and 2) a maintenance contract to cover services deemed ineligible for E-rate discounts. The systems and services requested in this Section may or may not be broken out into multiple contracts. The District might award contracts to both a Primary Source of Services and a Secondary Source of Services.

The District has established a standard for Network Systems that utilizes Microsoft operating systems, and Dell servers. Network Electronics (including wireless LAN) devices include but are not limited to Cisco. Telephone systems are Cisco Call Manager VoIP. The district has a satisfactory installed base that adheres to this standard. Therefore, the district reserves the right to reject any proposals that do not include the ability to provide and support one or more of these systems.

- A. Support will include: Basic Maintenance including assistance in configuration changes, diagnosis, maintenance and repair of network problems, network servers (including PBX and attendant consoles) network switches, network routers, and network cabling. This should be proposed as a schedule of multiple levels of hourly fees for multiple levels of technical competence or certification. This support will be provided, if requested by the District, under a time and materials Basic Maintenance Services Contract which will include an Appendix that lists by site all of the network components covered by the contract. The network infrastructure in the District is

similar to other SC Public School Districts and, in general terms, consists of but is not limited to approximately the following components:

- Copper cabling and termination devices
  - Optical fiber cabling and termination devices
  - Switches and Routers
  - Servers and PBXs
  - Wireless bridges and APs
  - And any other eligible components added during the funding year
- B. Support should also include cabling moves, adds and changes.
- C. Support will also include: provision for purchase of any network hardware parts, components and network software that may be required to maintain and upgrade the District's networks within the goals of the District's Technology Plan. Pricing might best be proposed as a cost-plus arrangement, and/or pricing based on State Master Contract pricing.

#### **Cost**

- Provide a schedule of hourly and/or daily rates for the personnel to be provided. This schedule should detail each level of support personnel to be provided (for instance Network Engineer, Network Technician, etc.) and the area of certification/expertise (for instance Microsoft, Cisco, Tandberg, etc.). The schedule should also address any other charges associated with support personnel, such as travel and/or after hours support.
- Provide a means for pricing any network hardware, parts, components and network software that may be required to maintain operation of the District's network. This might be accomplished by a "cost plus" formula accompanied by a legal definition of "cost" and/or reference to State Master Contracts. The District will, however, consider other approaches to this goal.
- Provide a schedule of proposed charges for moves, adds and changes. See **Exhibit A** of this RFP.
- The District would, however, be happy to consider other approaches.

#### **Vendor's Qualifications**

The following specifications are not absolute requirements but these and similar credentials would be viewed by the District in a positive light. The vendor's ability to meet the following specifications (and / or similar specifications) should be documented in the proposal.

A. The successful Offeror should:

1. Have a staff of engineers and technicians that have certifications and qualifications including, but not limited to those associated with Novell, Microsoft, Cisco, and Cisco VoIP.
2. Have a business presence in South Carolina.

3. Have an established business partnership with leading industry infrastructure hardware manufacturers.
- B. The successful Offeror should have the following experience:
1. Substantial experience as a network systems integration company.
  2. Installation and support of multiple platforms and network operating systems within a K-12 environment.
  3. Successful voice/data convergence installations.
  4. Successful internal and external wireless installations.
  5. Network systems design and project management.

**RFP No. FSD3-2009-001**

Pricing information provided in this section shall be used for ongoing moves, adds, and changes throughout the term of the proposed Network Basic Maintenance Agreement. The Offeror may add other work/material line items and unit costs if desired. Unit prices will be deemed to include all material, labor to install, tax on materials, no tax on labor, freight, and any and all other costs.

**RFP # FSD3# -2009-001**  
15 of 15 Pages

Diversified Computer Solutions, Inc.Contract: FSD3-2009-001A

THIS NETWORK MAINTENANCE SERVICES AGREEMENT ("Agreement") is made effective February 12, 2009, by and between Florence county School district 3 ("The district"), with office at 125 South Blanding Street, Lake city, South Carolina 29560 and Diversified Computer Solutions, Inc. ("DCS"), with offices at 3800 Fernandina Rd, STE 170, Columbia, SC 29210.

In consideration of the mutual promises contained herein, The District engages DCS to perform the work described below and DCS accepts such engagement, under the following terms and conditions.

1. **AGREEMENT.** The District and DCS agree that this Agreement specifically includes and incorporates, as binding components of this Agreement, the language of the following documents:
  - a. The Florence County School District 3 RFP number FSD3-2009-001
  - b. Exhibit D: Schedule of Sites, Equipment and infrastructure covered by this agreement
  - c. The January 21, 2009 DCS proposal offered in response to RFP FSD3-2009-001
  - d. Any future Amendment(s) and or Addenda to this Agreement

The parties shall look to the RFP for resolution of conflict or ambiguity in the following order of precedence: (1) the RFP; (2) exhibits, attachments, amendments, addenda and other documents to be developed in the future that shall become a part of this Agreement, (3) this Agreement, (4) purchase orders or acknowledgements issued by the District, and then, (5) the January 21, 2009 DCS proposal offered in response to RFP FSD3-2009-001.

The parties agree that any computer and network support services requested by the District that are not eligible for Universal Service Fund E-Rate discounts, will not be provided by DCS under the terms of this Agreement, but will be provided separately.

If, during the term of this Agreement, it becomes appropriate to consider (1) an extension of the term of the Agreement, (2) a renewal of the Agreement, or any other change or amendment to the Agreement; an Addendum to the Agreement may be executed by agreement and acceptance of both parties hereto. Renewals (up to five years) may be negotiated and executed by agreement and acceptance of both parties hereto.

2. **TERM.** This agreement will continue through September 30, 2010, unless terminated earlier, or extended, as provided herein.

DCS INITIALS

FSD3 INITIALS

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Diversified Computer Solutions, Inc.Contract: FSD3-2009-001A

3. **SCOPE OF WORK.** The objective of this Agreement is to provide The District with E-Rate eligible basic maintenance and basic technical support for networked systems, including configuration changes, in order to ensure efficient systems operation as nearly 100% of the time as is possible, and at a manageable cost. During the term of this agreement, DCS will perform these services for the networked systems at the District as requested by the District. The services provided will include provision of the network hardware parts, components and required network operating systems upgrades necessary to maintain operation of the District's networks within the goal of the District's Technology Plan. All of the parts, components, and services provided to The District under the terms of this Agreement are billable if authorized by The District and will include, but not be limited to, technical support including replacement, configuration changes, upgrade, repair, maintenance and changes to eligible network components including wire line and wireless LAN infrastructure.
4. **GENERAL CONTRACT COVERAGE.** This Agreement covers all of the E-Rate eligible items listed in the attached Exhibit D: Schedule of Sites, Equipment and Infrastructure covered by this Agreement, and any E-Rate eligible components and/or services acquired and/or implemented by the District during the Term of this Agreement.
- a. The Exhibit D. The parties agree that the detailed list of all equipment and infrastructure and sites covered by this Agreement may not be available at the time of execution of the Agreement. In that event, at a later date, the District will prepare and deliver to DCS the proposed Exhibit D, which shall identify, for each District location, the specific terms of eligible network components to be covered by this Agreement. DCS shall promptly review and notify the District of any objection to the proposed Exhibit D. If DCS has not notified the District of any objection within 14 days of DCS's receipt of the proposed Exhibit D, DCS shall be deemed to have accepted the proposed Exhibit D. If DCS notifies the District of any objections to the proposed Exhibit D within such 14 days period, the parties shall use commercially reasonable efforts to resolve DCS's objection and finalize the Exhibit D. Upon acceptance by the parties, the Exhibit D shall be initialed by each party on each page and attached to this Agreement. The Exhibit D, upon attachment to this Agreement, shall become part of this Agreement.
- b. This agreement is a time and materials contract and is not contingent upon The District receiving an approved Funding Commitment Decision letter from the Schools and Libraries Division ("SLD") of the Universal Service Administrative Company ("USAC"). This District may require DCS to begin work prior to notification by the SLD or to begin work after notification of the SLD. In either case, the District is responsible for all costs associated for any and all work performed by DCS resulting from

DCS INITIALS

FCSD3 INITIALS

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Diversified Computer Solutions, Inc.Contract: FSD3-2009-001A

this Agreement. The District is also responsible for ensuring the accuracy of all information sent to the SLD.

- c. In urgent situations, DCS will respond to The District within 4 business hours of telephone notification of a system shutdown condition.

## 5. COMPENSATION

- a. Level 3 Support. The District will pay DCS a fee equal to \$80 per hour of work provided by DCS personnel during the term of this agreement, provided the work is authorized by The District.
- b. Level 2 Support. The District will pay DCS a fee equal to \$70 per hour of work provided by DCS personnel during the term of this agreement, provided the work is authorized by The District.
- c. Level 1 Support. The District will pay DCS a fee equal to \$50 per hour of work provided by DCS personnel during the term of this agreement, provided the work is authorized by The District.
- d. The district will pay DCS no travel time or mileage for the work associated with agreement.
- e. The District will pay DCS no surcharge for services performed outside of normal working hours (after hours, weekends and holidays)
- f. All maintenance fix or replace components provided by DCS will be priced as follow:
  - i. At a price equal to SC State Contract prices
  - ii. Otherwise 6% above DCS COST
  - iii. Plus Retail Sales Tax where applicable
- g. For equipment repairs and other services provided outside of The District's location, the hourly rate would be the same as defined in the sections above.
- h. All cabling maintenance adds, moves and changes requested by The District will be provided at the pricing provided in the January 21, 2009 DCS Proposal of Services offered in response to RFP FSD3-2009-001.
- i. The warranty on system components is provided by the manufacturer, and not by DCS. In case of a component failure, then DCS will assist The District in claiming fulfillment of the warranty by the manufacturer. DCS will bill the District's account for time and parts used, and credit The District's account for dollars and replacement parts received from the manufacturer.

6. STATUS OF PARTIES. DCS is an independent contractor and not an employee, agent, or partner of or a joint venture with The District. All employees, servants or agents of DCS retain the status of Diversified Computer Solutions, Inc. as an Independent contractor and not an employee, agent or partner of or a joint venture with District.

DCS INITIALS

FCSD3 INITIALS

Page 3 of 7

Diversified Computer Solutions, Inc.Contract: FSD3-2009-001A

7. **SUBCONTRACTING OR ASSIGNMENT.** DCS will not subcontract or assign the work undertaken or any of its obligation or rights under this agreement without The District's prior written consent.
8. **INVOICING AND PAYMENT.** DCS will invoice The District monthly. Invoices will reference this Agreement by number and itemize the services provided, the hours billed per person and the expenses incurred. Invoices will be accompanied by such back-up documentation as the District may reasonably require. The District will pay all properly submitted invoices within 30 days of the invoice date. Invoices not paid within 30 days of the invoice date will be subject to a monthly charge of 1.25%.
9. **CONFIDENTIALITY.** DCS acknowledges and agrees that all information (whether verbal or written) about the District and the District's business disclosed to DCS by the District or learned by DCS during the performance of the work hereunder is "Confidential Information." Such Confidential Information is the District's sole property and this Agreement does not give DCS title or any rights to or any interest in the same. DCS agrees that it will disclose the Confidential Information only to those of its employees who have a need to know it for purposes of performing this Agreement and who have agreed to hold it in confidence as provided herein; will take steps as necessary to prevent any unauthorized disclosure of the Confidential Information; will not produce, sell, offer for sale or otherwise commercially exploit or make any use whatsoever of the Confidential Information (except to perform this Agreement) without the District's prior written consent; and will promptly deliver the Confidential Information and all copies thereof to the District at any time upon the District's written request. The foregoing confidentiality obligations do not extend to any information which was known to DCS and in its possession prior to commencing work hereunder (as evidenced by DCS's prior written records); is proven to have been in the public domain at the time of disclosure by The District; is proven to have been rightfully obtained hereafter from a third party which had no obligation of confidentiality to the District with respect thereto; or is required to be produced by governmental laws or regulations or judicial orders, provided that DCS notifies the District promptly in writing that such production has been request and takes all reasonable steps to protect any information produced from public disclosure.
10. **DCS'S WARRANTIES.** DCS warrants that it has special expertise in the design, configuration, installation, maintenance and management of networked information systems and that it will perform the work hereby undertaken with its best efforts, in accordance with customary and generally accepted professional standards and practices, and in compliance with all applicable federal, state and local laws, regulations and orders.

DCS INITIALS FCSD3 INITIALS 

Page 4 of 7



Diversified Computer Solutions, Inc.Contract: FSD3-2009-001A

11. **CONTACTS.** The District's Contracting Officer for this work will be Gloria McFadden, Director of Technology, and the DCS Contracting Officer will be Michael Taylor and Donald Kidwell. These persons will be responsible for all communications, decisions and approvals in connection with the work.
12. **INSURANCE.** During the term of this agreement, DCS will maintain, at its own expense, the following insurance coverage, as evidenced by insurance certificates provided to The District on request: statutory worker's compensation and employer's liability; comprehensive general public liability in the amount of \$1 million bodily injury/property damage per occurrence; and automotive liability in the amount of \$1 million bodily injury/property damage per occurrence.
13. **FORCE MAJEURE:** DCS will not be liable for any delays in performance hereunder due to events beyond its reasonable control (including, without limitation, acts of God, fire, flood, acts of war, acts of sovereign governments, and labor disputes) provided that it gives prompt notice of the nature and extent of the delay to the District, and further provided, that if such event continues for a period of more than five (5) days, the District may terminate this Agreement upon written notice to DCS, without further obligation to DCS hereunder.
14. **TERMINATION:** If either party breaches any warranty hereunder or any provision of this Agreement, the other party may terminate this Agreement upon written notice without further obligation hereunder, and/or may pursue any remedies available to it hereunder or at law or equity.
15. **OTHER TERMINATION:** This Agreement may be terminated by either party upon sixty (60) days written notice to the parties at their respective addresses as stated above. The District agrees to pay all sums owed through the date of termination and DCS agrees to furnish all service through the date of termination. All other provisions of the Agreement not in conflict with this provision shall remain in full force and effect.
16. **NOTICES:** Except regarding notification of a request for service and confirmation of the dispatch of services, all notices and required communications hereunder will be in writing and will be deemed given when delivered to the designated contact persons in person or three (3) days after deposit in the United States mail, postage prepaid, addressed to the addresses first stated above or such other addresses as they have designated.
17. **ENTIRE AGREEMENT, AMENDMENTS:** This Agreement, and any Amendments and/or Addenda, contains the entire agreement between the

DCS INITIALS



FCSD3 INITIALS



Page 5 of 7

Diversified Computer Solutions, Inc.Contract: FSD3-2009-001A

parties and supersedes any prior agreements (whether verbal or written, subject to the language of Item 1. AGREEMENT above) between them concerning the matters covered. In the event of a conflict between this Agreement and any District purchase order or any other document or form of the parties, this Agreement will supersede and govern (as confirmed in Item 1. AGREEMENT above.) This Agreement may not be amended or modified except by a written amendment executed by both parties.

18. **WAIVER:** The failure of either party at any time to exercise any of its rights under the Agreement will not be deemed to be a waiver of such rights and will not in any way prevent such party from subsequently asserting or exercising such rights or any other rights hereunder.

19. **GOVERNING LAW:** This Agreement will be governed, construed and enforced in accordance with the laws of the State of South Carolina, without recourse to the conflicts of laws provisions thereof.

20. **SEVERABILITY:** If any provision of the Agreement is or becomes invalid, in whole or part, under any applicable law or regulation, it will be deemed stricken and the rest of the Agreement will remain in full forces and effect.

21. **PARTIES:** This Agreement is binding on the District, DCS, their respective directors, officers, employees, agents, successors, and any duly authorized assigns.

IN WITNESS WHEREOF, the parties have caused their authorized representatives to execute this Agreement in duplicate as of the date first written above.

FLORENCE COUNTY SCHOOL DISTRICT 3  
COMPUTER SOLUTIONS, INC.

DIVERSIFIED

By: [Signature]

By: [Signature]

Name: Beth M. Wright

Name: Donald K. Hill

Title: Superintendent

Title: President

Date: February 12, 2009

Date: 12 Feb 2009

DCS INITIALS [Signature]

FCSD3 INITIALS [Signature]

Page 6 of 7

Diversified Computer Solutions, Inc.

Contract: FSD3-2009-001A

**Exhibit D**

**Schedule of Sites, Equipment and Infrastructure covered by this Agreement**

DCS INITIALS



FCSD3 INITIALS



Page 7 of 7

MAY-01-2009 09:10AM From:

ID:Service Associates

**STATE OF SOUTH CAROLINA**  
**COUNTY OF FLORENCE**  
**January 5, 2010**  
**AMENDMENT TO CONTRACT NUMBER FSD3-FY2009-001A**  
**"NETWORK MAINTENANCE SERVICES AGREEMENT"**

**WHEREAS** the Florence County School District Three (hereafter "District") and Diversified Computer Solutions, Inc. (hereafter "DCS"), are parties to a "Network Maintenance Services Agreement" dated February 22, 2009 and numbered **FSD3-FY2009-001A** (hereafter "Agreement") which provides for a Term consisting of the period through September 30, 2010, and

**WHEREAS** the District's solicitations for the Agreement (Request for Proposals No. FSD-2009-001 and the Agreement itself each expressly contemplate amendment of the Agreement by mutual consent, and

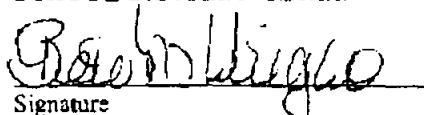
**WHEREAS** the District and DCS are both desirous of amending the Agreement.

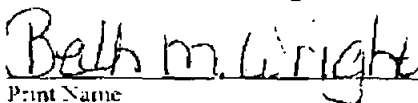
**NOW THEREFORE BE IT AGREED** that, effective January 5, 2010 and conditional upon any necessary confirmation by the Florence County School District Three Board of Trustees, the Contract No. **FSD3-FY2009-001A** is amended by being extended to include the period through September 30, 2011.

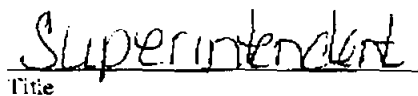
**BE IT FURTHER AGREED** that effective for the extended contract period through September 30, 2011, certain schedules and/or exhibits and/or attachments of the Agreement may be revised and/or added and/or removed; and are specifically included and incorporated, as binding components of the Amended Agreement.

**IN WITNESS WHEREOF**, by their hands and seals appearing below, the duly authorized representatives of the parties have executed this Amendment in duplicate:

**FLORENCE COUNTY  
SCHOOL DISTRICT THREE**

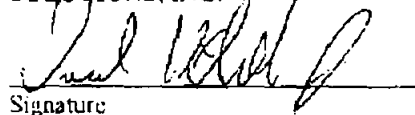
  
Signature

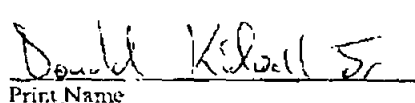
  
Print Name

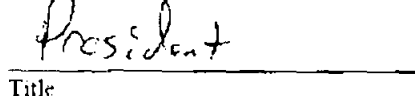
  
Title

Date 

**DIVERSIFIED COMPUTER  
SOLUTIONS, INC.**

  
Signature

  
Print Name

  
Title

Date 

**STATE OF SOUTH CAROLINA  
COUNTY OF FLORENCE  
February 21, 2011  
AMENDMENT TO CONTRACT NUMBER FSD3-FY2009-001A  
"NETWORK MAINTENANCE SERVICES AGREEMENT"**

WHEREAS the Florence County School District Three (hereafter "District") and Diversified Computer Solutions, Inc. (hereafter "DCS"), are parties to a "Network Maintenance Services Agreement" dated February 22, 2009 and numbered FSD3-FY2009-001A (hereafter "Agreement") which, as amended, provides for a Term consisting of the period through September 30, 2011, and

WHEREAS the District's solicitations for the Agreement (Request for Proposals No. FSD-2009-001 and the Agreement itself each expressly contemplate amendment of the Agreement by mutual consent, and

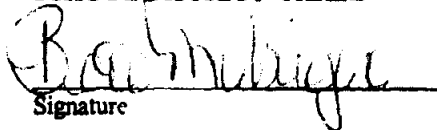
WHEREAS the District and DCS are both desirous of amending the Agreement,

NOW THEREFORE BE IT AGREED that, effective February 21, 2011 and conditional upon any necessary confirmation by the Florence County School District Three Board of Trustees, the Contract No. FSD3-FY2009-001A is amended by being extended to include the period through September 30, 2012.

BE IT FURTHER AGREED that effective for the extended contract period through September 30, 2012, certain schedules and/or exhibits and/or attachments of the Agreement may be revised and/or added and/or removed; and are specifically included and incorporated, as binding components of the Amended Agreement.

IN WITNESS WHEREOF, by their hands and seals appearing below, the duly authorized representatives of the parties have executed this Amendment in duplicate:

**FLORENCE COUNTY  
SCHOOL DISTRICT THREE**

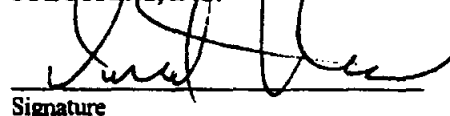
  
Signature

Beth M. Wright  
Print Name

Superintendent  
Title

Date 02/23/2011

**DIVERSIFIED COMPUTER  
SOLUTIONS, INC.**

  
Signature

Donald Kilwell  
Print Name

President  
Title

Date 2/26/11

Diversified Computer Solutions, Inc.Contract: FSD3-2009-001B

THIS NETWORK SUPPORT SERVICES AGREEMENT ("Agreement") is made effective February 12, 2009, by and between Florence County School District 3 ("The District"), with offices at 125 South Blanding Street, Lake City, South Carolina 29560 and Diversified Computer Solutions, Inc. ("DCS"), with offices at 3800 Fernandina Rd, STE 170, Columbia, SC 29210.

In consideration of the mutual promises contained herein, the District engages DCS to perform the work described below and DCS accepts such engagement, under the following terms and conditions.

1. **AGREEMENT:** The District and DCS agree that this Agreement specifically includes and incorporates, as binding components of this Agreement, the language of the following documents:
  - a. The Florence County School District 3 RFP number FSD3-2009-001
  - b. Exhibit D:; Schedule of Sites, Equipment and Infrastructure covered by this Agreement
  - c. The January 21, 2009 DCS proposal offered in response to RFP FSD3-2009-001
  - d. Any future Amendment(s) and/or Addenda to this Agreement

The parties shall look to the RFP for resolution of conflict or ambiguity in the following order of precedence: (1) the RFP; (2) exhibits, attachments, amendments, addenda and other documents to be developed in the future that shall become a part of this Agreement, (3) this Agreement, (4) purchase orders or acknowledgements issued by the District, and then, (5) the January 21, 2009 DCS proposal offered in response to RFP FSD3-2009-001.

The parties agree that any computer and network support services requested by the District that are not eligible for Universal Service Fund E-Rate discounts, will not be provided by DCS under the terms of this Agreement but will be provided separately.

If, during the term of this Agreement, it becomes appropriate to consider (1) an extension of the Term of the Agreement, (2) a renewal of the Agreement, or any other change or amendment to the Agreement; an Addendum to the Agreement may be executed by agreement and acceptance of both parties hereto. Renewals (up to five years) may be negotiated and executed by agreement and acceptance of both parties hereto.

2. **TERM:** This agreement will continue through September 30, 2010, unless terminated earlier, or extended, as provided herein.

DCS INITIALS

FCSD3 INITIALS

  
2/12/09

Page 1 of 5

Diversified Computer Solutions, Inc.Contract: FSD3-2009-001B

3. **SCOPE OF WORK:** The objective of this Agreement is to provide The District with E-Rate eligible installation and configuration of networked systems expansion and/or upgrade projects consisting of eligible network components including wire line and wireless LAN infrastructure. The services provided will include provision of necessary UTP and fiber optic cabling. All of the parts, components, and services provided to The District under the terms of this Agreement are billable if authorized by The District.
4. **GENERAL CONTRACT COVERAGE:** This agreement covers all of the E-Rate eligible sites in the District during the Term of this Agreement. This Agreement is a time and materials contract for non-recurring services and is not contingent upon The District receiving an approved Funding Commitment Decision Letter from the Schools and Libraries Division ("SLD") of the Universal Service Administrative Company ("USAC"). The District may require DCS to begin work prior to notification by the SLD or to begin work after notification by the SLD. In either case, the District is responsible for all costs associated from any and all work performed by DCS resulting from this Agreement. The District is also responsible for ensuring the accuracy of all information sent to the SLD.
5. **COMPENSATION:**
- a. Level 3 Support: The District will pay DCS a fee equal to \$80 per hour of work provided by DCS personnel during the term of this agreement, provided the work is authorized by The District.
  - b. Level 2 Support: The District will pay DCS a fee equal to \$70 per hour of work provided by DCS personnel during the term of this agreement, provided the work is authorized by The District.
  - c. Level 1 Support: The District will pay DCS a fee equal to \$50 per hour of work provided by DCS personnel during the term of this agreement, provided the work is authorized by The District.
  - d. The District will pay DCS no travel time or mileage for the work associated with this agreement.
  - e. The District will pay DCS no surcharge for services performed outside of normal working hours (after hours, weekends and holidays).
  - f. All components provided by DCS will be priced as follows:
    - i. At a price equal to SC State Contract prices
    - ii. Otherwise 6% above DCS COST
    - iii. Plus Retail Sales Tax where applicable.
  - g. All cabling maintenance adds, moves and changes requested by the District will be provided at the pricing provided in the January 21, 2009 DCS Proposal of Services offered in response to RFP FSD3-2009-001.
6. **STATUS OF PARTIES:** DCS is an independent contractor and not an employee, agent, or partner of or a joint venture with The District. All employees, servants

DCS INITIALS



FCSD3 INITIALS



Page 2 of 5

Diversified Computer Solutions, Inc.Contract: FSD3-2009-001B

or agents of DCS retain the status of Diversified Computer Solutions, Inc. as an independent contractor and not an employee, agent or partner of or a joint venture with the District.

7. **SUBCONTRACTING OR ASSIGNMENT:** DCS will not subcontract or assign the work undertaken or any of its obligations or rights under this agreement without The District's prior written consent.
8. **INVOICING AND PAYMENT:** DCS will invoice The District monthly. Invoices will reference this Agreement by number and itemize the services provided, the hours billed per person and the expenses incurred. Invoices will be accompanied by such back-up documentation as the District may reasonably require. The District will pay all properly submitted invoices within 30 days of the invoice date. Invoices not paid within 30 days of the invoice date will be subject to a monthly charge of 1.25%.
9. **CONFIDENTIALITY:** DCS acknowledges and agrees that all information (whether verbal or written) about the District and the District's business disclosed to DCS by the District or learned by DCS during the performance of the work hereunder is "Confidential Information." Such Confidential Information is the District's sole property and this Agreement does not give DCS title or any rights to or any interest in the same. DCS agrees that it will disclose the Confidential Information only to those of its employees who have a need to know it for purposes of performing this Agreement and who have agreed to hold it in confidence as provided herein; will take such steps as are necessary to prevent any unauthorized disclosure of the Confidential Information; will not produce, sell, offer for sale or otherwise commercially exploit or make any use whatsoever of the Confidential Information (except to perform this Agreement) without the District's prior written consent; and will promptly deliver the Confidential Information and all copies thereof to the District at any time upon the District's written request. The foregoing confidentiality obligations do not extend to any information which was known to DCS and in its possession prior to commencing work hereunder (as evidenced by DCS's prior written records); its proven to have been in the public domain in at the time of disclosure by The District; is proven to have been rightfully obtained hereafter from a third party which had no obligation of confidentiality to the District with respect thereto; or is required to be produced by governmental laws or regulations or judicial orders, provided that DCS notifies the District promptly in writing that such production has been requested and takes all reasonable steps to protect any information produced from public disclosure.
10. **DCS'S WARRANTIES:** DCS warrants that it has special expertise in the design, configuration, installation, maintenance and management of networked information systems and that it will perform the work hereby undertaken with its

DCS INITIALS

FSD3 INITIALS

Page 3 of 5



Diversified Computer Solutions, Inc.Contract: FSD3-2009-0018

best efforts, in accordance with customary and generally accepted professional standards and practices, and in compliance with all applicable federal, state and local laws, regulations and orders.

11. **CONTACTS:** The District's Contracting Officer for this work will be Gloria McFadden, Director of Technology, and the DCS Contracting Officer will be Toni W. Kelly, Chief Operating Officer. These persons will be responsible for all communications, decisions and approvals in connection with the work.
12. **INSURANCE:** During the term of this agreement, DCS will maintain at its own expense, the following insurance coverage, as evidenced by insurance certificates provided to The District on request: statutory worker's compensation and employer's liability; comprehensive general public liability in the amount of \$1 million bodily injury/property damage per occurrence; and automotive liability in the amount of \$1 million bodily injury/property damage per occurrence.
13. **FORCE MAJEURE:** DCS will not be liable for any delays in performance hereunder due to events beyond its reasonable control (including, without limitation, acts of God, fire, flood, acts of war, acts of sovereign governments, and labor disputes) provided that it gives prompt notice of the nature and extent of the delay to the District, and further provided, that if such event continues for a period of more than five (5) days, the District may terminate this Agreement upon written notice to DCS, without further obligation to DCS hereunder.
14. **TERMINATION:** If either party breaches any warranty hereunder or any provision of this Agreement, the other party may terminate this Agreement upon written notice without further obligation hereunder, and/or may pursue any remedies available to it hereunder or at law or equity.
15. **OTHER TERMINATION:** This Agreement may be terminated by either party upon sixty (60) days written notice to the parties at their respective addresses as stated above. The District agrees to pay all sums owed through the date of termination and DCS agrees to furnish all service through the date of termination. All other provisions of the Agreement not in conflict with this provision shall remain in full force and effect.
16. **NOTICES:** Except regarding notification of a request for service and confirmation of the dispatch of services, all notices and required communications hereunder will be in writing and will be deemed given when delivered to the designated contact persons in person or three (3) days after deposit in the United States mail, postage prepaid, addressed to the addresses first stated above or such other addresses as they have designated.
17. **ENTIRE AGREEMENT, AMENDMENTS:** This Agreement, and any Amendments and/or Addenda, contains the entire agreement between the parties and supersedes any prior agreements (whether verbal or written, subject to the language of Item 1. AGREEMENT above) between them concerning the

DCS INITIALS FCSD3 INITIALS 

Page 4 of 5

Diversified Computer Solutions, Inc.Contract: FSD3-2009-001B

matters covered. In the event of a conflict between this Agreement and any District purchase order or any other document or form of the parties, this Agreement will supersede and govern (as confirmed in Item 1. AGREEMENT above.) This Agreement may not be amended or modified except by a written amendment executed by both parties.

18. **WAIVER:** The failure of either party at any time to exercise any of its rights under the Agreement will not be deemed to be a waiver of such rights and will not in any way prevent such party from subsequently asserting or exercising such rights or any other rights hereunder.

19. **GOVERNING LAW:** This Agreement will be governed, construed and enforced in accordance with the laws of the State of South Carolina, without recourse to the conflicts of laws provisions thereof.

20. **SEVERABILITY:** If any provision of the Agreement is or becomes invalid, in whole or part, under any applicable law or regulation, it will be deemed stricken and the rest of the Agreement will remain in full forces and effect.

21. **PARTIES:** This Agreement is binding on the District and DCS and their respective directors, officers, employees, agents, successors and any duly authorized assigns.

IN WITNESS WHEREOF, the parties have caused their authorized representatives to execute this Agreement in duplicate as of the date first written above.

FLORENCE COUNTY SCHOOL DISTRICT 3  
COMPUTER SOLUTIONS, INC.

By: Beth M. WrightName: Beth M. WrightTitle: SuperintendentDate: February 12, 2009

DIVERSIFIED

By: Donald KilwellName: Donald KilwellTitle: PresidentDate: 12 Feb 2009

DCS INITIALS \_\_\_\_\_

FCSD3 INITIALS DK  
2/12/09

Page 5 of 5

STATE OF SOUTH CAROLINA  
COUNTY OF FLORENCE

January 5, 2010

AMENDMENT TO CONTRACT NUMBER FSD3-FY2009-001B  
"NETWORK SUPPORT SERVICES AGREEMENT"

WHEREAS the Florence County School District Three (hereafter "District") and Diversified Computer Solutions, Inc. (hereafter "DCS"), are parties to a "Network Support Services Agreement" dated February 22, 2009 and numbered FSD3-FY2009-001B (hereafter "Agreement") which provides for a Term consisting of the period through September 30, 2010, and

WHEREAS the District's solicitations for the Agreement (Request for Proposals No. FSD-2009-001 and the Agreement itself each expressly contemplate amendment of the Agreement by mutual consent, and

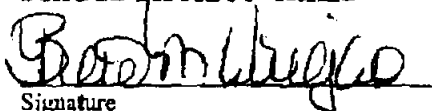
WHEREAS the District and DCS are both desirous of amending the Agreement,

NOW THEREFORE BE IT AGREED that, effective January 5, 2010 and conditional upon any necessary confirmation by the Florence County School District Three Board of Trustees, the Contract No. FSD3-FY2009-001B is amended by being extended to include the period through September 30, 2011.

BE IT FURTHER AGREED that effective for the extended contract period through September 30, 2011, certain schedules and/or exhibits and/or attachments of the Agreement may be revised and/or added and/or removed; and are specifically included and incorporated, as binding components of the Amended Agreement.

IN WITNESS WHEREOF, by their hands and seals appearing below, the duly authorized representatives of the parties have executed this Amendment in duplicate:

FLORENCE COUNTY  
SCHOOL DISTRICT THREE

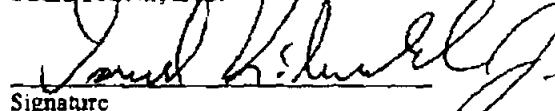
  
Signature

Beth M. Wright  
Print Name

Superintendent  
Title

Date January 06 2010

DIVERSIFIED COMPUTER  
SOLUTIONS, INC.

  
Signature

Donald K. Hall Sr.  
Print Name

President  
Title

Date 5 Jan 10

**STATE OF SOUTH CAROLINA**  
**COUNTY OF FLORENCE**  
**February 21, 2011**  
**AMENDMENT TO CONTRACT NUMBER FSD3-FY2009-001B**  
**"NETWORK MAINTENANCE SERVICES AGREEMENT"**

WHEREAS the Florence County School District Three (hereafter "District") and Diversified Computer Solutions, Inc. (hereafter "DCS"), are parties to a "Network Maintenance Services Agreement" dated February 22, 2009 and numbered FSD3-FY2009-001B (hereafter "Agreement") which, as amended, provides for a Term consisting of the period through September 30, 2011, and

WHEREAS the District's solicitations for the Agreement (Request for Proposals No. FSD-2009-001 and the Agreement itself each expressly contemplate amendment of the Agreement by mutual consent, and

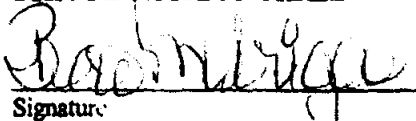
WHEREAS the District and DCS are both desirous of amending the Agreement,

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BE IT FURTHER AGREED that effective for the extended contract period through September 30, 2012, certain schedules and/or exhibits and/or attachments of the Agreement may be revised and/or added and/or removed; and are specifically included and incorporated, as binding components of the Amended Agreement.

IN WITNESS WHEREOF, by their hands and seals appearing below, the duly authorized representatives of the parties have executed this Amendment in duplicate:

**FLORENCE COUNTY  
SCHOOL DISTRICT THREE**

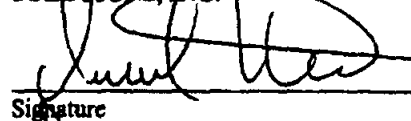
  
Signature

Beth M. Wright  
Print Name

Superintendent  
Title

Date 02/23/2011

**DIVERSIFIED COMPUTER  
SOLUTIONS, INC.**

  
Signature

Donald K. Howell  
Print Name

President  
Title

Date 21 Feb 11

FCC Form 470

Approval by OMB  
3060-0806**Schools and Libraries Universal Service  
Description of Services Requested and Certification Form 470**

Estimated Average Burden Hours per Response: 3 hours

This form is designed to help you describe the eligible services you seek so that this data can be posted on the Fund Administrator Internet Site

and interested service providers can identify you as a potential customer and compete to serve you.

Please read instructions before beginning this form. (You can also file online at [www.usac.org/sl](http://www.usac.org/sl))

Form 470 Application Number: 241070000905633	Applicant's Form Identifier: FCSD3-2011-002
Application Status: COMPLETE	Posting Date: 02/08/2011
Allowable Contract Date: 03/08/2011	Certification Received Date:

**Block 1: Applicant Address and Information****1** Name of Applicant:  
FLORENCE COUNTY SCHOOL DIST 3**2** Funding Year: 2011 (Funding years run from July 1 through the following June 30)**3** Entity Number: 127203**4a** Street Address, P.O. Box, or Route Number:

125 S BLANDING ST, PO BOX 1389

City: LAKE CITY State: SC Zip Code: 29560 -0000

**4b** Telephone Number: (843) 374 -8652**4c** Fax Number: (843) 374 -0610**5a** Eligible Entities That Will Receive Services:Check the ONE choice in **5a** that best describes the eligible entities that will receive the services described in this form. You will then list in **Item 15** the entity/entities that will pay the bills for these services.

- ☐ Individual School (individual public or non-public school)
- ☒ School District (LEA; public or non-public [e.g., diocesan] local district representing multiple schools)
- ☐ Library (including library system, library outlet/branch or library consortium as defined under LSTA)
- ☐ Consortium (intermediate service agencies, states, state networks, consortia of schools and/or libraries)
- ☐ Statewide application for (enter 2-letter state code)  
representing (check all that apply)
- ☐ All public schools/districts in the state
- ☐ All non-public schools in the state
- ☐ All libraries in the state

**5b** Recipient(s) of Services - Check all that apply:

- ☐ Private ☒ Public ☐ Charter
- ☐ Tribal ☐ Head Start ☐ State Agency

**5c** Number of eligible entities for which services are sought: 11**Block 1: Applicant Address and Information (continued)****6a** Contact Person's Name:

Linda Felderhoff

If the Contact Person's Street Address is the same as **Item 4a** above, check here. ☐ If not, complete **Item 6b**.**6b** Street Address, P.O. Box, or Route Number:

NOTE: USAC will use this address to mail correspondence

160 E Main Street

City: Brevard State: SC Zip Code: 28712

Check the box next to your preferred mode of contact and provide your contact information. One box MUST be checked and an entry provided.

☐ **6c** Telephone Number: (828) 885 -2832☐ **6d** Fax Number:☒ **6e** E-Mail Address: 2011florence3@district.us.com

Re-enter E-mail Address: 2011florence3@district.us.com

If a consultant is assisting you with your application process, please complete **Item 7** below:**7** Consultant Name: Service Associates Inc

Name of Consultant's Employer: Service Associates Inc

Consultant's Street Address: 160 East Main Street

City: Brevard State: NC Zip Code: 28712

Consultant's Telephone Number: (828) 885-2832 Ext.

Consultant's Fax Number: (828) 885-5023

Consultant's E-mail Address: admin@serviceassoc.com

Re-enter E-mail Address: admin@serviceassoc.com

Consultant Registration Number: 16043663

Entity Number: 127203	Applicant's Form Identifier: FCSD3-2011-002
Contact Person: Linda Felderhoff	Phone Number: (828) 885-2632
<b>Block 2: Summary Description of Needs or Services Requested</b>	
<b>8 Telecommunication Services</b>	
<i>If you check YES to indicate you have a Request for Proposals (RFP) that specifies the services you are seeking, your RFP must be available to all interested bidders for at least 28 days. If your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.</i>	
a <input type="checkbox"/> YES, I have released or intend to release an RFP for these services. It is available or will become available on the Internet at: or via (check one) <input type="checkbox"/> the contact person in Item 6 or <input type="checkbox"/> the contact person listed in Item 12  Your RFP Identifier:	
b <input type="checkbox"/> NO, I have not released and do not intend to release an RFP for these services.	
<b>9 Internet Access</b>	
<i>If you check YES to indicate you have a Request for Proposals (RFP) that specifies the services you are seeking, your RFP must be available to all interested bidders for at least 28 days. If your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.</i>	
a <input type="checkbox"/> YES, I have released or intend to release an RFP for these services. It is available or will become available on the Internet at: or via (check one) <input type="checkbox"/> the contact person in Item 6 or <input type="checkbox"/> the contact person listed in Item 12  Your RFP Identifier:	
b <input type="checkbox"/> NO, I have not released and do not intend to release an RFP for these services.	
Whether you check YES or NO, you must list below the Internet Access services you seek. Specify each service (e.g., monthly Internet service) and quantity and/or capacity (e.g., for 500 users).	

<b>Entity Number:</b> 127203	<b>Applicant's Form Identifier:</b> FCSD3-2011-002				
<b>Contact Person:</b> Linda Felderhoff	<b>Phone Number:</b> (828) 885-2832				
<b>10 Internal Connections Other Than Basic Maintenance</b>					
<i>If you check YES to indicate you have a Request for Proposals (RFP) that specifies the services you are seeking, your RFP must be available to all interested bidders for at least 28 days. If your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.</i>					
<b>a</b> <input checked="" type="checkbox"/> YES, I have released or intend to release an RFP for these services. It is available or will become available on the Internet at: 2011florence3@district.us.com or via (check one) <input type="checkbox"/> the contact person in Item 6 or <input type="checkbox"/> the contact person listed in Item 12  Your RFP Identifier: FCSD3-2011-002					
<b>b</b> <input type="checkbox"/> NO, I have not released and do not intend to release an RFP for these services.					
Whether you check YES or NO, you must list below the Internal Connections services you seek. Specify each service (e.g., a router, hub and cabling) and quantity and/or capacity (e.g., connecting 1 classroom of 30 students).					
<table border="1"><thead><tr><th>Service</th><th>Quantity and/or Capacity</th></tr></thead><tbody><tr><td>Servers per the Invitation to Bid FCSD3-2011-002</td><td>For all eligible sites</td></tr></tbody></table>	Service	Quantity and/or Capacity	Servers per the Invitation to Bid FCSD3-2011-002	For all eligible sites	
Service	Quantity and/or Capacity				
Servers per the Invitation to Bid FCSD3-2011-002	For all eligible sites				
<b>11 Basic Maintenance of Internal Connections</b>					
<i>If you check YES to indicate you have a Request for Proposals (RFP) that specifies the services you are seeking, your RFP must be available to all interested bidders for at least 28 days. If your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.</i>					
<b>a</b> <input type="checkbox"/> YES, I have released or intend to release an RFP for these services. It is available or will become available on the Internet at: or via (check one) <input type="checkbox"/> the contact person in Item 6 or <input type="checkbox"/> the contact person listed in Item 12  Your RFP Identifier:					
<b>b</b> <input type="checkbox"/> NO, I have not released and do not intend to release an RFP for these services.					
Whether you check YES or NO, you must list below the Basic Maintenance services you seek. Specify each service (e.g., basic maintenance of routers) and quantity and/or capacity (e.g., for 10 routers).					

<b>Entity Number:</b> 127203	<b>Applicant's Form Identifier:</b> FCSD3-2011-002
<b>Contact Person:</b> Linda Felderhoff	<b>Phone Number:</b> (828) 885-2832
<p><b>12 (Optional)</b> Please name the person on your staff or project who can provide additional technical details or answer specific questions from service providers about the services you are seeking. This person does not need to be the contact person(s) listed in Item 6 nor the Authorized Person who signs this form.</p> <p>Name:</p> <p>Title:</p> <p>Telephone Number:</p> <p>Fax Number:</p> <p>Email Address:</p> <p>Re-enter E-mail Address:</p>	
<p><b>13</b> <input checked="" type="checkbox"/> Check this box if there are any restrictions imposed by state or local laws or regulations on how or when service providers may contact you or on other bidding procedures. Please describe below any such restrictions or procedures and/or provide an Internet address where they are posted and a contact name and telephone number.</p> <p><input type="checkbox"/> Check this box if no state and local procurement/competitive bidding requirements apply to the procurement of services sought on this Form 470.</p> <p>If you are requesting services for a funding year for which a Form 470 cannot yet be filed online, include that information here.</p> <p>All of the Restrictions and Requirements that apply to this procurement are detailed in the Invitation to Bid #FCSD3-2011-002. PLEASE NOTE: It is a requirement of the ITB that all communications regarding this Form 470 be directed by email to the email address in Item 6 above (2011florence3@district.us.com). THIS EMAIL DISTRIBUTION GROUP INCLUDES BUSINESS AND TECHNOLOGY CONTACTS AT THE DISTRICT.</p>	
<b>Block 3:</b>	
14. [Reserved]	



Entity Number: 127203	Applicant's Form Identifier: FCSD3-2011-002
Contact Person: Linda Felderhoff	Contact Phone Number: (828) 886-2832
<b>Block 4: Recipients of Service</b>	
<b>16 Billed Entities</b>	
List the entity/entities that will be paying the bills directly to the provider for the services requested in this form. These are known as Billed Entities. At least one line of this item must be completed. If a Billed Entity cited on your Form 471 is not listed below, funding may be denied for the funding requests associated with this Form 470. Attach additional pages if needed.	
<b>Entity Number</b>	<b>Entity Name</b>
127203	FLORENCE COUNTY SCHOOL DIST 3

<b>Entity Number: 127203</b>	<b>Applicant's Form Identifier: FCSD3-2011-002</b>
<b>Contact Person: Linda Felderhoff</b>	<b>Contact Phone Number: (828) 885-2832</b>
<b>Block 5: Certifications and Signature</b>	
<p><b>16</b> I certify that the applicant includes: (Check one or both.)</p> <p><b>a</b> <input checked="" type="checkbox"/> schools under the statutory definitions of elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. §§ 7801 (18) and (38), that do not operate as for-profit businesses, and do not have endowments exceeding \$50 million; and/or</p> <p><b>b</b> <input type="checkbox"/> libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any schools (including, but not limited to elementary and secondary schools, colleges, and universities).</p> <p><b>17</b> <input checked="" type="checkbox"/> I certify that, if required by Commission rules, all of the individual schools and libraries receiving services under this form are covered by technology plans that do or will cover all 12 months of the funding year, and that have been or will be approved by a state or other authorized body, or an SLD-certified technology plan approver, prior to the commencement of service.</p> <p style="padding-left: 40px;"><input type="checkbox"/> Or I certify that no technology plan is required by Commission rules.</p> <p><b>18</b> <input checked="" type="checkbox"/> I certify that I will post my Form 470 and (if applicable) make my RFP available for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted will be carefully considered and the bid selected will be for the most cost-effective service or equipment offering, with price being the primary factor, and will be the most cost-effective means of meeting educational needs and technology plan goals.</p> <p><b>19</b> <input checked="" type="checkbox"/> I certify that I will retain required documents for a period of at least five years after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the form for, receipt of, and delivery of services receiving schools and libraries discounts. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.</p> <p><b>20</b> <input checked="" type="checkbox"/> I certify that the services the applicant purchases at discounts provided by 47 U.S.C. § 254 will be used primarily for educational purposes and will not be sold, resold or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. §§ 54.500, 54.513. Additionally, I certify that the entity or entities listed on this form have not received anything of value or a promise of anything of value, other than services and equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.</p> <p><b>21</b> <input checked="" type="checkbox"/> I acknowledge that support under this support mechanism is conditional upon the school(s) and/or library(ies) I represent securing access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that I have considered what financial resources should be available to cover these costs.</p> <p><b>22</b> <input checked="" type="checkbox"/> I certify that I am authorized to procure eligible services for the eligible entity(ies). I certify that I am authorized to submit this request on behalf of the eligible entity (ies) listed on this form, that I have examined this request, and to the best of my knowledge, information, and belief, all statements of fact contained herein are true.</p> <p><b>23</b> <input checked="" type="checkbox"/> I certify that I have reviewed all applicable FCC, state, and local procurement/competitive bidding requirements and that I have complied with them. I acknowledge that persons willfully making false statements on this form can be punished by fine or forfeiture, under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001.</p> <p><b>24</b> <input checked="" type="checkbox"/> I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program.</p>	
<b>Entity Number: 127203</b>	<b>Applicant's Form Identifier: FCSD3-2011-002</b>
<b>Contact Person: Linda Felderhoff</b>	<b>Contact Phone Number: (828) 885-2832</b>
<b>25</b> Signature of authorized person: <input type="checkbox"/>	<b>26</b> Date:
<p><b>27a</b> Printed name of authorized person: Dr. Beth M. Wright</p> <p><b>27b</b> Title or position of authorized person: SUPERINTENDENT</p> <p><input type="checkbox"/> Check here if the consultant in Item 7 is the Authorized Person.</p> <p><b>27c</b> Street Address, P.O. Box, Route Number, City, State, Zip Code:  125 S Blanding St PO Drawer 1389  City: Lake City State: SC Zip Code: 29560</p> <p><b>27d</b> Telephone Number of Authorized Person: (843) 374-8562</p> <p><b>27e</b> Fax Number of Authorized Person:</p> <p><b>27f</b> E-mail Address of Authorized Person: 2011florence3@district.us.com  Re-enter E-mail Address: 2011florence3@district.us.com</p> <p><b>27g</b> Name of Authorized Person's Employer: Florence County School District 3</p>	
<p>Service provider involvement with preparation or certification of a Form 470 can taint the competitive bidding process and result in the denial of funding requests. For more information, refer to the Schools and Libraries area of the USAC web site at <a href="http://www.usac.org/sl">www.usac.org/sl</a> or call the SLD Client Service Bureau at 1-888-203-8100.</p>	

Entity Number: 127203	Applicant's Form Identifier: FCSD3-2011-002
Contact Person: Linda Felderhoff	Phone Number: (828) 885-2832

**NOTICE:** In accordance with Section 54.504 of the Federal Communications Commission's rules, certain schools and libraries ordering services that are eligible for and seeking universal service discounts must file this Description of Services Requested and Certification Form (FCC Form 470) with the Universal Service Administrator. 47 C.F.R. § 54.504 (b). The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended. 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the competitive bidding requirement contained in 47 C.F.R. § 54.504. Schools and libraries must file this form themselves or as part of a consortium.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

The FCC is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide to determine whether approving this application is in the public interest. If we believe there may be a violation or a potential violation of any applicable statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information in your application may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, information provided in or submitted with this form or in response to subsequent inquiries may also be subject to disclosure consistent with the Communications Act of 1934, FCC regulations, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law.

If you owe a past due debt to the federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized.

If you do not provide the information we request on the form, the FCC may delay processing of your application or may return your form without action.

The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq.

Public reporting burden for this collection of information is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554.

Please submit this form to:

SLD-Form 470  
P.O. Box 7026  
Lawrence, Kansas 66044-7026  
1-888-203-8100

For express delivery services or U.S. Postal Service, Return Receipt Requested, mail this form to:

SLD Forms  
ATTN: SLD Form 470  
3833 Greenway Drive  
Lawrence, Kansas 66046  
1-888-203-8100

FCC Form 470  
November 2010

New Search

Return To Search Results

# **Invitation to Bid**

**For**

**Servers**

**For The**

**Florence County School District 3**

**PO Drawer 1389**

**125 S. Blanding St.**

**Lake City, South Carolina 29560**

**ITB # FCSD3-2011-002**

**February 8, 2011**

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## Introduction

The Florence County School District 3 ("the District") is soliciting sealed bids for servers for the computer network in the District. This document is the Invitation to Bid for that solicitation.

The District has established an IT Standard for Network Systems that includes 1) Microsoft and Novell operating systems, 2) Dell Servers, and 3) network voice and data systems (including wireless LAN) devices that are predominantly Cisco. The district has a satisfactory installed base that adheres to this IT Standard. The district will take this IT Standard into account as illustrated in the evaluation criteria on Page 5 of the ITB.

## Invitation

A. The District will receive sealed bids at:

Florence County School District 3  
District Office  
Attn: Gloria McFadden  
PO Drawer 1389  
125 S. Blanding St.  
Lake City, SC 29560

The deadline for receipt of bids is **Thursday March 10, 2011, 3:00 PM**. From the time of receipt of this ITB until the awarding of the contracts, Offerors are hereby cautioned to **limit any communications with the District to the email account named below**. Any attempt to circumvent the ITB process by contacting personnel at this institution could result in the disqualification of the Offeror. Any questions regarding this ITB should be in writing **VIA EMAIL**, to ITB FCSD3-2011-002 ([2011florence3@district.us.com](mailto:2011florence3@district.us.com)).

**Questions will be answered by issue of Addenda sent out to the entire list of potential Offerors that have requested a copy of the ITB from the District. Any interpretation, correction, or change of the ITB will be made by release of an ADDENDUM in this fashion. It will be the responsibility of all respondents to contact the District prior to submitting a response to this ITB to ascertain whether Addenda have been issued.**

**Receipt of Bids:** The deadline for receipt of bids is **Thursday March 10, 2011, 3:00 PM**. All responses will be opened at that time. Only the names of the firms providing bids will be read at this time. Any bid received after the deadline date and time will be immediately disqualified. In the event the District Office is closed on the scheduled bid

opening date, the bid opening date will be re-scheduled for the same time on the next business day the District Office will be open and bids will be accepted until that time and date.

Place the following on the outside of the mailing/delivery package: **Response to Florence County School District 3, Network Components, ITB # FCSD3-2011-002**. The Offeror must provide one signed original and four (4) copies of the bid. This means that FAX or email transmission of the bid will not be accepted.

- B. **Right of Non-Commitment or Rejection**: This solicitation does not commit the district to award a contract, to pay any costs incurred in the preparation of a bid, or to procure or contract for the services. The district reserves the right to reject any or all bids received, or to cancel in part, or in its entirety, this ITB if it is in the best interest of the district to do so. The District expects to award contract(s) to the firm(s) whose bid is in the best interest of the district. No bid may be withdrawn for a period of sixty (60) days after the date set for the opening of said bid.
- C. **Bid acceptance period**: Offerors shall hold their price firm and subject to acceptance by Florence County School District 3 for a period of Ninety (90) **working days** from the date of the bid opening, unless otherwise indicated in their bid.
- D. The ITB and its requirements will become binding on the Offeror awarded a contract, unless Offeror takes formal exception to an item or items, as directed in the section, "Bid Requirements."
- E. The District reserves the right to purchase systems and services through agreements resulting from this ITB, from State Contract, and/or any other sources without limitation.

### **Time Schedules**

- |                                |  |
|--------------------------------|--|
| ▪ ITB / Form 470 Posted        | <b>Tuesday February 8, 2011, 3:00 PM</b> |
| ▪ Deadline for questions       | <b>Tuesday March 1, 2011, 3:00 PM</b>    |
| ▪ Deadline for receipt of Bids | <b>Thursday March 10, 2011, 3:00 PM</b>  |

## **Evaluation Criteria**

Evaluation of all bids will be based on the following weighted criteria, listed in order of priority:

- A. Cost **50%**
- B. Offeror's experience and other qualifications; and compatibility of the offering with the Districts goals and IT standards. **30%**
- C. Completeness and format of response. **10%**
- D. Quality of responses provided by references (the District will select those references to be contacted). **10%**

## **E-Rate**

The District has posted an FCC Form 470 on the USAC-SLD web site in conjunction with this ITB, and it is the intent of the District to file FCC Form 471 Application(s) with the SLD for funding of these services. District funding of these services may be conditional upon a funding commitment by the SLD. The successful Offeror will be required to segregate, and bill separately, any costs of services that are not e-Rate eligible. The successful Offeror will be required to bill in accordance with SLD guidelines using the method determined by the District.

## **General Requirements/Information**

- A. This solicitation is intended to promote competition. If the language, specifications, terms and conditions, or any combination thereof; seems to any vendor to restrict, or limit, the requirements in the solicitation to a single source, it shall be the responsibility of the interested vendor to notify the District in writing so as to be received Fifteen (15) days prior to the opening date. The solicitation may or may not change, but a review of such notification will be made prior to award.
- B. Any actual or prospective Offeror, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest to Beth Wright, Superintendent, PO Drawer 1389, 125 S. Blanding St., Lake City, SC 29560, within fifteen days of the date of issuance of the Invitation For Bids or Requests for Bids or other solicitation documents, whichever is applicable, or any amendment thereto, if the amendment is at issue. Any actual Offeror, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest to Beth Wright, Superintendent, PO Drawer 1389, 125 S. Blanding St., Lake City, SC 29560, within fifteen days of the date of notification of award posting in accordance with Florence County School District 3 Procurement Code and Regulations.
- C. The District reserves the right to reject any and all bids, to waive any technicalities, to negotiate with Offerors prior to awarding a contract, and to accept the bid which, in District's opinion, seems most advantageous to the District.
- D. This ITB does not commit the District to award any contract, to pay any costs associated with bid submission, or to procure or contract for the services specified herein.



- E. The District shall not be responsible for payment of any add-on, addition, or optional equipment or service that has not been authorized in writing by the District.
- F. Offeror will be required to submit Offeror's standard agreement with Offeror's bid for review by District. The Offeror awarded a contract will be required to amend Offeror's standard agreement to include (1) this ITB and any Addenda, (2) Offeror's bid, and (3) any approved amendments and changes as binding components of the contract. These documents will supersede any conflicting statement in Offeror's standard agreement. The terms and conditions agreed to as part of the final contract(s) will remain applicable during warranty and as long as the contract(s) is (are) in effect between Offeror and District.
- G. Offeror will be liable for any damage Offeror may cause to equipment and/or material owned by District or Offeror. The cost to repair such damage will be the responsibility of the Offeror and repair will be completed promptly.
- H. The parties shall look to the ITB for resolution of conflict or ambiguity in the following order of precedence: (a) this ITB; (b) exhibits and other documents to be developed in the future that shall become a part of the Agreement (c) the District-Offeror Agreement (d) the District issued purchase orders or acknowledgments; and then, (e) the Offeror response to the ITB.
- I. Upon award of a contract under this solicitation, the person, partnership, association, or corporation to whom the award is made, must comply with the laws of South Carolina, which require such person or entity to be authorized and/or licensed to do business in this state. By submission of this signed offer, the offeror agrees to subject itself to the jurisdiction and process of the courts of the state of South Carolina, as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability of taxes, licenses or fees levied by any government unit.
- J. The general standard of care by which Offeror shall be measured is the same standard imposed by South Carolina law on a fiduciary in a fiduciary relationship. The standard of care Offeror shall assume includes a duty of loyalty to act in the District's best interests with respect to the subject matter of the contemplated engagement, and a duty of responsibility to act with utmost good faith and diligence with respect to the obligations of Offeror under the Agreement.
- K. No contract may be assigned, sublet or transferred without written approval of the District.
- L. Under no circumstances and with no exception will the District act as arbitrator between the contractor and any subcontractor.
- M. Offeror shall keep District Confidential Information secure and confidential. Offeror shall not directly or indirectly disclose, copy, distribute or allow access to any District Confidential Information; provided however, Offeror may disclose such information to persons performing services for Offeror related to the subject matter who require access to District Confidential Information in order to complete their responsibilities. In such event, Offeror

shall continue to have a legal duty to protect such District Confidential Information. In addition, Offeror may disclose District Confidential information, if so required by law.

- N. The vendor shall hold the owner harmless from any and all damages and claims that may arise by reason of any negligence on the part of the vendor, his agents, or employees in the performance of this contract, and in case of any action brought therefore against the owner or any of its agents or employees, the vendor shall assume full responsibility for the defense therefore, and upon his failure to do so on the proper notice, the owner reserves the right to defend such motion and charge all cost thereof to the vendor. The vendor shall take all precautions necessary to protect the public against injury.
- O. Offeror will provide the District with a written release of all liability for any liens or other encumbrances that are legally and properly claimed against the system installation. Furthermore, Offeror agrees to indemnify the District against any losses the District may incur as a result of such liens or encumbrances.
- P. Payment Terms: Offeror will provide invoices to the District, on at least a monthly basis. Offeror will bill the District for the non-discounted portion of the work and will bill USAC-SLD for the discounted portion.
- Q. Any contract entered into by the District resulting from this solicitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.
- R. Any contract entered into by the District resulting from this solicitation may be terminated by the District providing a sixty (60) day advance notice is given to the contractor.
  - 1. In the event the contract is terminated or cancelled upon request and for the convenience of the District without the required sixty (60) days advance notice, the District shall negotiate reasonable termination costs, if applicable.
  - 2. Termination by the District for cause, default or negligence on the part of the contractor shall be excluded from the foregoing termination cost provision. The sixty (60) day advance notice requirement is waived and the default provisions of the solicitation shall apply.
  - 3. In case of default, the owner reserves the right to purchase any or all items in the open market, charging contractor with any excessive costs. Should such charges be assessed, no subsequent offer of the defaulting contractor shall be considered until the assessed charge has been satisfied.
- S. If any term or provision of any contract resulting from this ITB shall be found to be illegal or unenforceable, notwithstanding any such legality or unenforceability, the remainder of said contract shall remain in full force and effect, and such term or provision shall be deemed to be deleted and severed there from.

- T. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract(s). All changes or amendments to the Contract(s) will be in the form of an Addendum to the Contract executed by agreement and acceptance of both parties.

## **Bid Format and Requirements**

Bids must be made in the official name of the firm or individual in which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company or corporation submitting the bid.

All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by person signing the bid. Erasures, or use of typewriter correction fluid, may be cause for rejection. No bid shall be altered or amended after specified time for opening.

It is the intent of the District that the ITB Response (The Bid) is presented in the format requested. It is the requirement of the District that the Offeror execute the **Acknowledgement** statement at the last page of this ITB FCSD3-2011-002, and failure to do so will result in rejection of the Offeror's bid by the District.

The Offeror may wish to consider using a cover letter to relay any other information deemed necessary by the Offeror.

Any portions of the submitted bid that are to be treated by the District as proprietary and confidential information must be clearly marked as such. Proprietary and confidential information submitted by an Offeror shall not be subject to public disclosure; however, the Offeror must invoke this protection by so stating in writing. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information. The classification of the entire bid document, line item prices and/or total bid prices as proprietary or trade secret information is not acceptable and may result in rejection of the bid as non-responsive. By submission of a bid, you are guaranteeing that all goods and services meet the requirements of this ITB.

All Offerors must provide at a minimum, the following information in the following order. The information should be organized as indicated below.

**One signed original and four (4) copies** of the bid must be provided by the Offeror.

**Provide Firm Information**

- Firm Name
- Firm Address
- Contact information for the Officer of the Firm in charge of this Bid
- Contact information for proposed account manager.
- E-Rate SPIN
- Federal Taxpayer Identification Number
- Firm Profile

**Understanding of the Project**

- Provide a detailed description of the Offeror's plan for delivery of the product to be provided, including a detailed description of the Offeror's plan for maintaining complete communications with the District in the process.

**Offeror Qualifications**

- Provide statements and documentation of the firm's experience in the areas of service requested in this ITB.
- Any other information that would be helpful to the District.

**Offeror Client Base/References**

The offeror should have references for similar transactions within the past two years. The offeror may list as many references as necessary. For each of the references, provide the following information:

- Client Name
- Client Location
- Contact name(s), telephone numbers, and email address(s)
- Inclusive dates and description of transaction(s).

**Terms and Conditions**

- Offeror must include a copy of the proposed agreement with terms and conditions. **Failure to include a copy of the proposed contract will cause the bid to be rejected.**
- Price quotes must include all costs.
- Final terms and conditions will be negotiated prior to contract award.

**Exceptions**

- In a section titled "Exceptions", Offeror should point out services and features which cannot be provided and contract conditions which cannot be met.
- If Offeror fails to take exception to any conditions of the ITB, it shall mean that the Offeror agrees with and will comply with all conditions set forth in this ITB.

### **Alternatives**

- In a section entitled “Alternatives”, Offeror may list services, features, or contract conditions, which in the Offeror’s opinion may be more favorable to the District than those set forth in this document.
- Such services and conditions will be taken into account in evaluating the bid. This, however, does not relieve the Offeror from adhering to the specifications in the base bid.

### **Vendor’s Standards of Responsibility**

The following specifications **are not absolute requirements** but these and similar credentials would be viewed by the District in a positive light. The vendor’s ability to meet the following specifications (and / or similar specifications) should be documented in the bid. The factors to be considered in determining whether the district standards of responsibility have been met include whether a prospective offeror has:

- 1) Available the appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements;
- 2) A satisfactory record of performance;
- 3) A satisfactory record of integrity;
- 4) Qualified legally to contract with the district; and
- 5) Satisfactorily received an E-Rate SPIN.

### **Vendor’s Qualifications**

The following specifications **are not absolute requirements** but these and similar credentials would be viewed by the District in a positive light. The vendor’s ability to meet the following specifications (and / or similar specifications) should be documented in the bid. The successful Offeror should:

- Have a business presence in South Carolina.
- Have an established business partnership with leading industry infrastructure hardware manufacturers.

### **Scope – Bid List**

The District is requesting bids for the following items, or equivalent, in the stated quantities.

<b><u>Qty</u></b>	<b><u>Description</u></b>	
1	Microsoft Exchange Server 2010 Enterprise Edition	Mfg Part #: 395-04349
700	Microsoft Exchange Server 2010 Standard CAL	Mfg Part #: 381-04153
700	Microsoft Exchange Server 2010 Enterprise CAL	Mfg Part #: PGI-00354
1500	Microsoft Windows Server 2008 Device CAL,	Mfg Part #: R18-02639

The District is requesting bids for quantity 11 of the following items or equivalent.

<b>PowerEdge R710</b>	Chassis for Up to 6, 3.5-Inch Hard Drives
<b>Operating System</b>	Windows Server 2008 R2, Enterprise Academic Edition,x64, Includes 25 CALs
<b>SHIP</b>	PowerEdge R710 Shipping
<b>Memory</b>	48GB Memory (12x4GB), 1333MHz Dual Ranked RDIMMs for 2 Processors,Optimized
<b>Feature Upgrades for Embedded NIC Ports</b>	Embedded NICs are TOE Ready with iSCSI Offload Enabled
<b>Processor</b>	Intel® Xeon® E5530, 2.4Ghz, 8M Cache, Turbo, HT, 1066MHz Max Mem
<b>Additional Processor</b>	Intel® Xeon® E5530, 2.4Ghz, 8M Cache, Turbo, HT, 1066MHz Max Mem
<b>1st Hard Drive</b>	HD Multi-Select
<b>Internal Controller</b>	PERC H700 Integrated RAID Controller, 512MB NV Cache, x6
<b>BIOS Setting</b>	Power Saving BIOS Setting
<b>Network Adapter</b>	Broadcom 5709 Dual Port 1GbE NIC w/TOE iSCSI, PCIe-4
<b>Embedded Management</b>	iDRAC6 Express
<b>Internal Optical Drive</b>	DVD ROM, SATA, Internal
<b>Bezel</b>	Bezel
<b>Riser Card</b>	Riser with 2 PCIe x8 + 2 PCIe x4 Slot
<b>System Documentation</b>	Electronic System Doc, OpenManage DVD Kit with Dell Management Console
<b>Hard Drive Configuration</b>	RAID 10 for H700 or PERC 6/i Controllers
<b>Rails</b>	Sliding Ready Rails Without Cable Management Arm
<b>Hardware Support Services</b>	5Yr Basic Hardware Warranty Repair: 5x10 HW-Only, 5x10 NBD Onsite
<b>Installation Services</b>	No Installation
<b>Power Supply</b>	High Output Power Supply, Redundant, 870W
<b>Power Cords</b>	No Additional Power Cords
<b>Power Cords</b>	NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord
<b>Power Cords</b>	2x 10 feet (3m) Power Cords, 125 volt 15 AMP NEMA 5-15P to C13 Wall Plug
<b>Hard Drives</b>	(6) 600GB 15K RPM Serial-Attach SCSI 6Gbps 3.5in Hotplug Hard Drive

Any item shipped on this bid shall be new and in first class condition in new standard commercial packaging. The bid prices are to include inside delivery at the sites to be specified within the District. Cost of delivery will be included in unit prices. The District will award by line items, and quantities are estimates and may change. No item substitutions will be allowed on purchase orders issued by the District without permission from the District.

The contract will begin on July 1, 2011 and extend at least through September 30, 2012. These dates may be extended depending upon how quickly the Schools and Library Division approves funding.

**The ACKNOWLEDGEMENT form on the next page (Page 12) must be executed and included as a part of any response to this ITB, and failure to do so will result in rejection of the Offeror's bid by the District.**

## **Acknowledgement**

**In submitting this bid, we (Offeror) understand that THE DISTRICT will determine at their discretion which bid, if ANY, is accepted. We acknowledge that Offerors waive any right to claim damages of any nature whatsoever, based on the selection process and any communication associated with the selection and the final selection of successful Offeror.**

**We further acknowledge that the Florence County School District 3 has the right to verify any and all information submitted by the Offeror, to evaluate Offeror's integrity, reliability, and capacity for satisfactory performance, to wave any and all technicalities and to award a contract that is deemed in the best interest of the Florence County School District 3.**

**FIRM NAME:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_



FCC Form 470

Approval by OMB  
3060-0806**Schools and Libraries Universal Service  
Description of Services Requested and Certification Form 470**

Estimated Average Burden Hours per Response: 3 hours

This form is designed to help you describe the eligible services you seek so that this data can be posted on the Fund Administrator Internet Site

and interested service providers can identify you as a potential customer and compete to serve you.  
Please read instructions before beginning this form. (You can also file online at [www.usac.org/sl](http://www.usac.org/sl))

Form 470 Application Number: 503080000905566	Applicant's Form Identifier: FCSD3-2011-003
Application Status: COMPLETE	Posting Date: 02/08/2011
Allowable Contract Date: 03/08/2011	Certification Received Date:

**Block 1: Applicant Address and Information**

**1** Name of Applicant:  
FLORENCE COUNTY SCHOOL DIST 3

**2** Funding Year: 2011 (Funding years run from July 1 through the following June 30)

**3** Entity Number: 127203

**4a** Street Address, P.O.Box, or Route Number:  
125 S BLANDING ST, PO BOX 1389

City: LAKE CITY State: SC Zip Code: 29560 -0000

**4b** Telephone Number: (843) 374 -8652

**4c** Fax Number: (843) 374 -0610

**5a** Eligible Entities That Will Receive Services:  
Check the ONE choice in **5a** that best describes the eligible entities that will receive the services described in this form. You will then list in **Item 15** the entity/entities that will pay the bills for these services.

☐ Individual School (individual public or non-public school)

☒ School District (LEA; public or non-public [e.g., diocesan] local district representing multiple schools)

☐ Library (including library system, library outlet/branch or library consortium as defined under LSTA)

☐ Consortium (intermediate service agencies, states, state networks, consortia of schools and/or libraries)

☐ Statewide application for (enter 2-letter state code)  
representing (check all that apply)

☐ All public schools/districts in the state

☐ All non-public schools in the state

☐ All libraries in the state

**5b** Recipient(s) of Services - Check all that apply:

☐ Private ☒ Public ☐ Charter

☐ Tribal ☐ Head Start ☐ State Agency

**5c** Number of eligible entities for which services are sought: 11

**Block 1: Applicant Address and Information (continued)**

**6a** Contact Person's Name:  
Linda Felderhoff

If the Contact Person's Street Address is the same as **Item 4a** above, check here. ☐ If not, complete **Item 6b**.

**6b** Street Address, P.O.Box, or Route Number:  
NOTE: USAC will use this address to mail correspondence  
160 East Main Street

City: Brevard State: NC Zip Code: 28712

Check the box next to your preferred mode of contact and provide your contact information. One box **MUST** be checked and an entry provided.

☐ **6c** Telephone Number: (828) 885 -2832

☐ **6d** Fax Number:

☒ **6e** E-Mail Address: 2011florence3@district.us.com  
Re-enter E-mail Address: 2011florence3@district.us.com

If a consultant is assisting you with your application process, please complete **Item 7** below:

**7** Consultant Name: Service Associates Inc  
Name of Consultant's Employer: Service Associates Inc  
Consultant's Street Address: 160 East Main Street

City: Brevard State: NC Zip Code: 28712

Consultant's Telephone Number: (828) 885-2832 Ext.

Consultant's Fax Number: (828) 885-5023

Consultant's E-mail Address: admin@serviceassoc.com  
Re-enter E-mail Address: admin@serviceassoc.com

Consultant Registration Number: 16043663

Entity Number: 127203	Applicant's Form Identifier: FCSD3-2011-003
Contact Person: Linda Felderhoff	Phone Number: (628) 885-2832
<b>Block 2: Summary Description of Needs or Services Requested</b>	
<b>8 Telecommunication Services</b>	
<i>If you check YES to indicate you have a Request for Proposals (RFP) that specifies the services you are seeking, your RFP must be available to all interested bidders for at least 28 days. If your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.</i>	
<b>a</b> <input type="checkbox"/> YES, I have released or intend to release an RFP for these services. It is available or will become available on the Internet at: or via (check one) <input type="checkbox"/> the contact person in Item 6 or <input type="checkbox"/> the contact person listed in Item 12  Your RFP Identifier:	
<b>b</b> <input type="checkbox"/> NO, I have not released and do not intend to release an RFP for these services.	
<b>9 Internet Access</b>	
<i>If you check YES to indicate you have a Request for Proposals (RFP) that specifies the services you are seeking, your RFP must be available to all interested bidders for at least 28 days. If your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.</i>	
<b>a</b> <input type="checkbox"/> YES, I have released or intend to release an RFP for these services. It is available or will become available on the Internet at: or via (check one) <input type="checkbox"/> the contact person in Item 6 or <input type="checkbox"/> the contact person listed in Item 12  Your RFP Identifier:	
<b>b</b> <input type="checkbox"/> NO, I have not released and do not intend to release an RFP for these services.	
Whether you check YES or NO, you must list below the Internet Access services you seek. Specify each service (e.g., monthly Internet service) and quantity and/or capacity (e.g., for 500 users).	

<b>Entity Number: 127203</b>		<b>Applicant's Form Identifier: FCSD3-2011-003</b>	
<b>Contact Person: Linda Felderhoff</b>		<b>Phone Number: (828) 885-2832</b>	
<b>10 Internal Connections Other Than Basic Maintenance</b>			
If you check YES to indicate you have a Request for Proposals (RFP) that specifies the services you are seeking, your RFP must be available to all interested bidders for at least 28 days. If your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.			
<b>a</b> <input checked="" type="checkbox"/> YES, I have released or intend to release an RFP for these services. It is available or will become available on the Internet at: 2011florence3@district.us.com or via (check one) <input type="checkbox"/> the contact person in Item 6 or <input type="checkbox"/> the contact person listed in Item 12  Your RFP Identifier: FCSD3-2011-003			
<b>b</b> <input type="checkbox"/> NO, I have not released and do not intend to release an RFP for these services.			
Whether you check YES or NO, you must list below the Internal Connections services you seek. Specify each service (e.g., a router, hub and cabling) and quantity and/or capacity (e.g., connecting 1 classroom of 30 students).			
<b>Service</b>		<b>Quantity and/or Capacity</b>	
PBX Upgrade Project per the Invitation to Bid FCSD3-2011-001		For all eligible sites	
<b>11 Basic Maintenance of Internal Connections</b>			
If you check YES to indicate you have a Request for Proposals (RFP) that specifies the services you are seeking, your RFP must be available to all interested bidders for at least 28 days. If your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.			
<b>a</b> <input type="checkbox"/> YES, I have released or intend to release an RFP for these services. It is available or will become available on the Internet at: or via (check one) <input type="checkbox"/> the contact person in Item 6 or <input type="checkbox"/> the contact person listed in Item 12  Your RFP Identifier:			
<b>b</b> <input type="checkbox"/> NO, I have not released and do not intend to release an RFP for these services.			
Whether you check YES or NO, you must list below the Basic Maintenance services you seek. Specify each service (e.g., basic maintenance of routers) and quantity and/or capacity (e.g., for 10 routers).			

<b>Entity Number:</b> 127203	<b>Applicant's Form Identifier:</b> FCSD3-2011-003
<b>Contact Person:</b> Linda Felderhoff	<b>Phone Number:</b> (828) 885-2832
<p><b>12 (Optional)</b> Please name the person on your staff or project who can provide additional technical details or answer specific questions from service providers about the services you are seeking. This person does not need to be the contact person(s) listed in Item 6 nor the Authorized Person who signs this form.</p> <p>Name:</p> <p>Title:</p> <p>Telephone Number:</p> <p>Fax Number:</p> <p>Email Address:</p> <p>Re-enter E-mail Address:</p>	
<p><b>13</b> <input checked="" type="checkbox"/> Check this box if there are any restrictions imposed by state or local laws or regulations on how or when service providers may contact you or on other bidding procedures. Please describe below any such restrictions or procedures and/or provide an Internet address where they are posted and a contact name and telephone number.</p> <p><input type="checkbox"/> Check this box if no state and local procurement/competitive bidding requirements apply to the procurement of services sought on this Form 470.</p> <p>If you are requesting services for a funding year for which a Form 470 cannot yet be filed online, include that information here.</p> <p>All of the Restrictions and Requirements that apply to this procurement are detailed in the Invitation to Bid #FCSD3-2011-003. PLEASE NOTE: It is a requirement of the ITB that all communications regarding this Form 470 be directed by email to the email address in Item 6 above (2011florence3@district.us.com). THIS EMAIL DISTRIBUTION GROUP INCLUDES BUSINESS AND TECHNOLOGY CONTACTS AT THE DISTRICT.</p>	
<b>Block 3:</b>	
<b>14. [Reserved]</b>	

Entity Number: 127203	Applicant's Form Identifier: FCSD3-2011-003
Contact Person: Linda Felderhoff	Contact Phone Number: (828) 885-2832
<b>Block 4: Recipients of Service</b>	
<b>15 Billed Entities</b>	
List the entity/entities that will be paying the bills directly to the provider for the services requested in this form. These are known as Billed Entities. At least one line of this item must be completed. If a Billed Entity cited on your Form 471 is not listed below, funding may be denied for the funding requests associated with this Form 470. Attach additional pages if needed.	
<b>Entity Number</b>	<b>Entity Name</b>
127203	FLORENCE COUNTY SCHOOL DIST 3

<b>Entity Number:</b> 127203	<b>Applicant's Form Identifier:</b> FCSD3-2011-003
<b>Contact Person:</b> Linda Felderhoff	<b>Contact Phone Number:</b> (828) 885-2832

**Block 5: Certifications and Signature**

**16** I certify that the applicant includes: (Check one or both.)

**a** ☒ schools under the statutory definitions of elementary and secondary schools found in the **No Child Left Behind Act of 2001, 20 U.S.C. §§ 7801 (18) and (38)**, that do not operate as for-profit businesses, and do not have endowments exceeding \$50 million; and/or

**b** ☐ libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any schools (including, but not limited to elementary and secondary schools, colleges, and universities).

**17** ☒ I certify that, if required by Commission rules, all of the individual schools and libraries receiving services under this form are covered by technology plans that do or will cover all 12 months of the funding year, and that have been or will be approved by a state or other authorized body, or an SLD-certified technology plan approver, prior to the commencement of service.

☐ Or I certify that no technology plan is required by Commission rules.

**18** ☒ I certify that I will post my Form 470 and (if applicable) make my RFP available for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted will be carefully considered and the bid selected will be for the most cost-effective service or equipment offering, with price being the primary factor, and will be the most cost-effective means of meeting educational needs and technology plan goals.

**19** ☒ I certify that I will retain required documents for a period of at least five years after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the form for, receipt of, and delivery of services receiving schools and libraries discounts. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.

**20** ☒ I certify that the services the applicant purchases at discounts provided by 47 U.S.C. § 254 will be used primarily for educational purposes and will not be sold, resold or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. §§ 54.500, 54.513. Additionally, I certify that the entity or entities listed on this form have not received anything of value or a promise of anything of value, other than services and equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.

**21** ☒ I acknowledge that support under this support mechanism is conditional upon the school(s) and/or library(ies) I represent securing access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that I have considered what financial resources should be available to cover these costs.

**22** ☒ I certify that I am authorized to procure eligible services for the eligible entity(ies). I certify that I am authorized to submit this request on behalf of the eligible entity (ies) listed on this form, that I have examined this request, and to the best of my knowledge, information, and belief, all statements of fact contained herein are true.

**23** ☒ I certify that I have reviewed all applicable FCC, state, and local procurement/competitive bidding requirements and that I have complied with them. I acknowledge that persons willfully making false statements on this form can be punished by fine or forfeiture, under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001.

**24** ☒ I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program.

<b>Entity Number:</b> 127203	<b>Applicant's Form Identifier:</b> FCSD3-2011-003
<b>Contact Person:</b> Linda Felderhoff	<b>Contact Phone Number:</b> (828) 885-2832

**25** Signature of authorized person:

**26** Date:

**27a** Printed name of authorized person:  
Dr. Beth M. Wright

**27b** Title or position of authorized person:  
SUPERINTENDENT

☐ Check here if the consultant in Item 7 is the Authorized Person.

**27c** Street Address, P.O. Box, Route Number, City, State, Zip Code:  
PO Drawer 1389  
125 S Blanding St  
City: Lake City  
State: SC  
Zip Code: 29560

**27d** Telephone Number of Authorized Person:  
(843) 374-8562

**27e** Fax Number of Authorized Person:

**27f** E-mail Address of Authorized Person:  
2011florence3@district.us.com  
Re-enter E-mail Address:  
2011florence3@district.us.com

**27g** Name of Authorized Person's Employer:  
Florence County School District 3

Service provider involvement with preparation or certification of a Form 470 can taint the competitive bidding process and result in the denial of funding requests. For more information, refer to the Schools and Libraries area of the USAC web site at [www.usac.org/si](http://www.usac.org/si) or call the SLD Client Service Bureau at 1-888-203-8100.

<b>Entity Number:</b> 127203	<b>Applicant's Form Identifier:</b> FCSD3-2011-003
<b>Contact Person:</b> Linda Felderhoff	<b>Phone Number:</b> (828) 885-2832

**NOTICE:** In accordance with Section 54.504 of the Federal Communications Commission's rules, certain schools and libraries ordering services that are eligible for and seeking universal service discounts must file this Description of Services Requested and Certification Form (FCC Form 470) with the Universal Service Administrator. 47 C.F.R. § 54.504 (b). The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended. 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the competitive bidding requirement contained in 47 C.F.R. § 54.504. Schools and libraries must file this form themselves or as part of a consortium.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

The FCC is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide to determine whether approving this application is in the public interest. If we believe there may be a violation or a potential violation of any applicable statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information in your application may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, information provided in or submitted with this form or in response to subsequent inquiries may also be subject to disclosure consistent with the Communications Act of 1934, FCC regulations, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law.

If you owe a past due debt to the federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized.

If you do not provide the information we request on the form, the FCC may delay processing of your application or may return your form without action.

The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, *et seq.*

Public reporting burden for this collection of information is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554.

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# **Invitation to Bid**

**For**

## **PBX Upgrade Project**

**For The**

**Florence County School District 3**

**PO Drawer 1389**

**125 S. Blanding St.**

**Lake City, South Carolina 29560**

**ITB # FCSD3-2011-003**

**February 8, 2011**



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## Introduction

The Florence County School District 3 ("the District") is soliciting sealed bids for Upgrade of the District's PBX Systems. This document is the Invitation to Bid for that solicitation.

The District has established an IT Standard for Network Systems that includes 1) Microsoft and Novell operating systems, 2) Dell Servers, and 3) network voice and data systems (including wireless LAN) devices that are predominantly Cisco. The district has a satisfactory installed base that adheres to this IT Standard. The district will take this IT Standard into account as illustrated in the evaluation criteria on Page 5 of the ITB.

## Invitation

A. The District will receive sealed bids at:

Florence County School District 3  
District Office  
Attn: Gloria McFadden  
PO Drawer 1389  
125 S. Blanding St.  
Lake City, SC 29560

The deadline for receipt of bids is **Thursday March 10, 2011, 3:00 PM**. From the time of receipt of this ITB until the awarding of the contracts, Offerors are hereby cautioned to **limit any communications with the District to the email account named below**. Any attempt to circumvent the ITB process by contacting personnel at this institution could result in the disqualification of the Offeror. Any questions regarding this ITB should be in writing **VIA EMAIL**, to ITB FCSD3-2011-003 ([2011florence3@district.us.com](mailto:2011florence3@district.us.com)).

**Questions will be answered by issue of Addenda sent out to the entire list of potential Offerors that have requested a copy of the ITB from the District. Any interpretation, correction, or change of the ITB will be made by release of an ADDENDUM in this fashion. It will be the responsibility of all respondents to contact the District prior to submitting a response to this ITB to ascertain whether Addenda have been issued.**

**Receipt of Bids:** The deadline for receipt of bids is **Thursday March 10, 2011, 3:00 PM**. All responses will be opened at that time. Only the names of the firms providing bids will be read at this time. Any bid received after the deadline date and time will be immediately disqualified. In the event the District Office is closed on the scheduled bid

opening date, the bid opening date will be re-scheduled for the same time on the next business day the District Office will be open and bids will be accepted until that time and date.

Place the following on the outside of the mailing/delivery package: **Response to Florence County School District 3, PBX Upgrade Project, ITB # FCSD3-2011-003.** The Offeror must provide one signed original and four (4) copies of the bid. This means that FAX or email transmission of the bid will not be accepted.

- B. **Right of Non-Commitment or Rejection:** This solicitation does not commit the district to award a contract, to pay any costs incurred in the preparation of a bid, or to procure or contract for the services. The district reserves the right to reject any or all bids received, or to cancel in part, or in its entirety, this ITB if it is in the best interest of the district to do so. The District expects to award contract(s) to the firm(s) whose bid is in the best interest of the district. No bid may be withdrawn for a period of sixty (60) days after the date set for the opening of said bid.
- C. **Bid acceptance period:** Offerors shall hold their price firm and subject to acceptance by Florence County School District 3 for a period of Ninety (90) **working days** from the date of the bid opening, unless otherwise indicated in their bid.
- D. The ITB and its requirements will become binding on the Offeror awarded a contract, unless Offeror takes formal exception to an item or items, as directed in the section, "Bid Requirements."
- E. The District reserves the right to purchase systems and services through agreements resulting from this ITB, from State Contract, and/or any other sources without limitation.

### **Time Schedules**

- |                                |  |
|--------------------------------|--|
| ▪ ITB / Form 470 Posted        | <b>Tuesday February 8, 2011, 3:00 PM</b> |
| ▪ Deadline for questions       | <b>Tuesday March 1, 2011, 3:00 PM</b>    |
| ▪ Deadline for receipt of Bids | <b>Thursday March 10, 2011, 3:00 PM</b>  |

## **Evaluation Criteria**

Evaluation of all bids will be based on the following weighted criteria, listed in order of priority:

- A. Cost **50%**
- B. Offeror's experience and other qualifications; and compatibility of the offering with the Districts goals and IT standards. **30%**
- C. Completeness and format of response. **10%**
- D. Quality of responses provided by references (the District will select those references to be contacted). **10%**

## **E-Rate**

The District has posted an FCC Form 470 on the USAC-SLD web site in conjunction with this ITB, and it is the intent of the District to file FCC Form 471 Application(s) with the SLD for funding of these services. District funding of these services may be conditional upon a funding commitment by the SLD. The successful Offeror will be required to segregate, and bill separately, any costs of services that are not e-Rate eligible. The successful Offeror will be required to bill in accordance with SLD guidelines using the method determined by the District.

## **General Requirements/Information**

- A. This solicitation is intended to promote competition. If the language, specifications, terms and conditions, or any combination thereof; seems to any vendor to restrict, or limit, the requirements in the solicitation to a single source, it shall be the responsibility of the interested vendor to notify the District in writing so as to be received Fifteen (15) days prior to the opening date. The solicitation may or may not change, but a review of such notification will be made prior to award.
- B. Any actual or prospective Offeror, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest to Beth Wright, Superintendent, PO Drawer 1389, 125 S. Blanding St., Lake City, SC 29560, within fifteen days of the date of issuance of the Invitation For Bids or Requests for Bids or other solicitation documents, whichever is applicable, or any amendment thereto, if the amendment is at issue. Any actual Offeror, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest to Beth Wright, Superintendent, PO Drawer 1389, 125 S. Blanding St., Lake City, SC 29560, within fifteen days of the date of notification of award posting in accordance with Florence County School District 3 Procurement Code and Regulations.
- C. The District reserves the right to reject any and all bids, to waive any technicalities, to negotiate with Offerors prior to awarding a contract, and to accept the bid which, in District's opinion, seems most advantageous to the District.
- D. This ITB does not commit the District to award any contract, to pay any costs associated with bid submission, or to procure or contract for the services specified herein.

- E. The District shall not be responsible for payment of any add-on, addition, or optional equipment or service that has not been authorized in writing by the District.
- F. Offeror will be required to submit Offeror's standard agreement with Offeror's bid for review by District. The Offeror awarded a contract will be required to amend Offeror's standard agreement to include (1) this ITB and any Addenda, (2) Offeror's bid, and (3) any approved amendments and changes as binding components of the contract. These documents will supersede any conflicting statement in Offeror's standard agreement. The terms and conditions agreed to as part of the final contract(s) will remain applicable during warranty and as long as the contract(s) is (are) in effect between Offeror and District.
- G. Offeror will be liable for any damage Offeror may cause to equipment and/or material owned by District or Offeror. The cost to repair such damage will be the responsibility of the Offeror and repair will be completed promptly.
- H. The parties shall look to the ITB for resolution of conflict or ambiguity in the following order of precedence: (a) this ITB; (b) exhibits and other documents to be developed in the future that shall become a part of the Agreement (c) the District-Offeror Agreement (d) the District issued purchase orders or acknowledgments; and then, (e) the Offeror response to the ITB.
- I. Upon award of a contract under this solicitation, the person, partnership, association, or corporation to whom the award is made, must comply with the laws of South Carolina, which require such person or entity to be authorized and/or licensed to do business in this state. By submission of this signed offer, the offeror agrees to subject itself to the jurisdiction and process of the courts of the state of South Carolina, as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability of taxes, licenses or fees levied by any government unit.
- J. The general standard of care by which Offeror shall be measured is the same standard imposed by South Carolina law on a fiduciary in a fiduciary relationship. The standard of care Offeror shall assume includes a duty of loyalty to act in the District's best interests with respect to the subject matter of the contemplated engagement, and a duty of responsibility to act with utmost good faith and diligence with respect to the obligations of Offeror under the Agreement.
- K. No contract may be assigned, sublet or transferred without written approval of the District.
- L. Under no circumstances and with no exception will the District act as arbitrator between the contractor and any subcontractor.
- M. Offeror shall keep District Confidential Information secure and confidential. Offeror shall not directly or indirectly disclose, copy, distribute or allow access to any District Confidential Information; provided however, Offeror may disclose such information to persons performing services for Offeror related to the subject matter who require access to District Confidential Information in order to complete their responsibilities. In such event, Offeror

shall continue to have a legal duty to protect such District Confidential Information. In addition, Offeror may disclose District Confidential information, if so required by law.

- N. The vendor shall hold the owner harmless from any and all damages and claims that may arise by reason of any negligence on the part of the vendor, his agents, or employees in the performance of this contract, and in case of any action brought therefore against the owner or any of its agents or employees, the vendor shall assume full responsibility for the defense therefore, and upon his failure to do so on the proper notice, the owner reserves the right to defend such motion and charge all cost thereof to the vendor. The vendor shall take all precautions necessary to protect the public against injury.
- O. Offeror will provide the District with a written release of all liability for any liens or other encumbrances that are legally and properly claimed against the system installation. Furthermore, Offeror agrees to indemnify the District against any losses the District may incur as a result of such liens or encumbrances.
- P. Payment Terms: Offeror will provide invoices to the District, on at least a monthly basis. Offeror will bill the District for the non-discounted portion of the work and will bill USAC-SLD for the discounted portion.
- Q. Any contract entered into by the District resulting from this solicitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.
- R. Any contract entered into by the District resulting from this solicitation may be terminated by the District providing a sixty (60) day advance notice is given to the contractor.
  - 1. In the event the contract is terminated or cancelled upon request and for the convenience of the District without the required sixty (60) days advance notice, the District shall negotiate reasonable termination costs, if applicable.
  - 2. Termination by the District for cause, default or negligence on the part of the contractor shall be excluded from the foregoing termination cost provision. The sixty (60) day advance notice requirement is waived and the default provisions of the solicitation shall apply.
  - 3. In case of default, the owner reserves the right to purchase any or all items in the open market, charging contractor with any excessive costs. Should such charges be assessed, no subsequent offer of the defaulting contractor shall be considered until the assessed charge has been satisfied.
- S. If any term or provision of any contract resulting from this ITB shall be found to be illegal or unenforceable, notwithstanding any such legality or unenforceability, the remainder of said contract shall remain in full force and effect, and such term or provision shall be deemed to be deleted and severed there from.

- T. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract(s). All changes or amendments to the Contract(s) will be in the form of an Addendum to the Contract executed by agreement and acceptance of both parties.

## **Bid Format and Requirements**

Bids must be made in the official name of the firm or individual in which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company or corporation submitting the bid.

All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by person signing the bid. Erasures, or use of typewriter correction fluid, may be cause for rejection. No bid shall be altered or amended after specified time for opening.

It is the intent of the District that the ITB Response (The Bid) is presented in the format requested. It is the requirement of the District that the Offeror execute the **Acknowledgement** statement at the last page of this ITB FCSD3-2011-003, and failure to do so will result in rejection of the Offeror's bid by the District.

The Offeror may wish to consider using a cover letter to relay any other information deemed necessary by the Offeror.

Any portions of the submitted bid that are to be treated by the District as proprietary and confidential information must be clearly marked as such. Proprietary and confidential information submitted by an Offeror shall not be subject to public disclosure; however, the Offeror must invoke this protection by so stating in writing. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information. The classification of the entire bid document, line item prices and/or total bid prices as proprietary or trade secret information is not acceptable and may result in rejection of the bid as non-responsive. By submission of a bid, you are guaranteeing that all goods and services meet the requirements of this ITB.

All Offerors must provide at a minimum, the following information in the following order. The information should be organized as indicated below.

**One signed original and four (4) copies** of the bid must be provided by the Offeror.

**Provide Firm Information**

- Firm Name
- Firm Address
- Contact information for the Officer of the Firm in charge of this Bid
- Contact information for proposed account manager.
- E-Rate SPIN
- Federal Taxpayer Identification Number
- Firm Profile

**Understanding of the Project**

- Provide a detailed description of the Offeror's plan for delivery of the product to be provided, including a detailed description of the Offeror's plan for maintaining complete communications with the District in the process.

**Offeror Qualifications**

- Provide statements and documentation of the firm's experience in the areas of service requested in this ITB.
- Any other information that would be helpful to the District.

**Offeror Client Base/References**

The offeror should have references for similar transactions within the past two years. The offeror may list as many references as necessary. For each of the references, provide the following information:

- Client Name
- Client Location
- Contact name(s), telephone numbers, and email address(s)
- Inclusive dates and description of transaction(s).

**Terms and Conditions**

- Offeror must include a copy of the proposed agreement with terms and conditions. **Failure to include a copy of the proposed contract will cause the bid to be rejected.**
- Price quotes must include all costs.
- Final terms and conditions will be negotiated prior to contract award.

**Exceptions**

- In a section titled "Exceptions", Offeror should point out services and features which cannot be provided and contract conditions which cannot be met.
- If Offeror fails to take exception to any conditions of the ITB, it shall mean that the Offeror agrees with and will comply with all conditions set forth in this ITB.



### **Alternatives**

- In a section entitled “Alternatives”, Offeror may list services, features, or contract conditions, which in the Offeror’s opinion may be more favorable to the District than those set forth in this document.
- Such services and conditions will be taken into account in evaluating the bid. This, however, does not relieve the Offeror from adhering to the specifications in the base bid.

### **Vendor’s Standards of Responsibility**

The following specifications **are not absolute requirements** but these and similar credentials would be viewed by the District in a positive light. The vendor’s ability to meet the following specifications (and / or similar specifications) should be documented in the bid. The factors to be considered in determining whether the district standards of responsibility have been met include whether a prospective offeror has:

- 1) Available the appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements;
- 2) A satisfactory record of performance;
- 3) A satisfactory record of integrity;
- 4) Qualified legally to contract with the district; and
- 5) Satisfactorily received an E-Rate SPIN.

### **Vendor’s Qualifications**

The following specifications **are not absolute requirements** but these and similar credentials would be viewed by the District in a positive light. The vendor’s ability to meet the following specifications (and / or similar specifications) should be documented in the bid. The successful Offeror should:

- Have a business presence in South Carolina.
- Have an established business partnership with leading industry infrastructure hardware manufacturers.

### **Scope – Bid List**

The District is requesting bids for the following items and quantities, or equivalent.

<b><u>DESCRIPTION</u></b>	<b><u>PART#</u></b>	<b><u>Qty</u></b>
Top Level Sku For User License	CUCM-USR-LIC	1
Include PAK Auto-expanding PAK for CUCM	CUCM-PAK	1
Include PAK Auto-expanding User for CUCM	CUCM-USR	4,200

CUCM 8.0 Media Kit	UCM-7825-80-KIT	1
Include PAK Auto-expanding UCSS PAK for CUCM	UCSS-UCM-PAK	1
CUCM 8.0 7825	UCM-7825-80	2
Unified Communications Manager Enhanced Single User-Under	LIC-CUCM-USR-A	700
ESSENTIAL SW Unified Comm Mgr Enh Sngle User Under 1K	CON-ESW-EUSRA1	2,100
ESSENTIAL SW Top Level Sku For User License	CON-ESW-CUCMUSR	3
CUCM Admin Security Token, 4.3, 6.0, or Newer, CoO Israel	KEY-CCM-ADMIN-K9=	2
UCSS for Messaging Products - Unity/Unity Cxn	L-UCSS-MSG	1
UCSS for Messaging - 3 Years - 1 User	L-UCSS-MSG-3-1	700
Unified CM 8.0 7825-I4 Appliance	MCS7825I4-K9-CMD1	2
CCX 8.0 5 Seat CCX ENH CCM Bundle - AVAILABLE ONLY	CCX-80-CM-BUNDLE	2
ESSENTIAL SW CCX 8.0 5 Seat CCX Bundle	CON-ESW-CCX80CM	6
CUCMS Monitoring Bundle Evaluation	CUCMS-EVAL-K9	2
AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	CAB-AC	2
CUCxn 8.0 MCS 7825 IBM Appliance	MCS7825I4-K9-UCC	1
Power Cord - US, Can, Mex, PR, Phil, Ven, Tai, Col, Ecu	UNITY-PWR-US	1
Unity Connection 8.x Software	UNITYCN8-K9	1
Unity Connection 8.x for 7825	UNITYCN8-7825	1
One Unity Connection 8.x User - All user Features	UNITYCN8-USR	700
ESSENTIAL SW One Unty Con8.x User - All user Features	CON-ESW-UNCN8R	2100
ESSENTIAL SW Unity Connection 8.x	CON-ESW-UNITYCN8	3

Any item shipped on this bid shall be new and in first class condition in new standard commercial packaging. The bid prices are to include inside delivery at the sites to be specified within the District. Cost of delivery will be included in unit prices. The District will award by line items, and quantities are estimates and may change. No item substitutions will be allowed on purchase orders issued by the District without permission from the District.

The contract will begin on July 1, 2011 and extend at least through September 30, 2012. These dates may be extended depending upon how quickly the Schools and Library Division approves funding.

The ACKNOWLEDGEMENT form on this page (Page 12) must be executed and included as a part of any response to this ITB, and failure to do so will result in rejection of the Offeror's bid by the District.

### **Acknowledgement**

In submitting this bid, we (Offeror) understand that THE DISTRICT will determine at their discretion which bid, if ANY, is accepted. We acknowledge that Offerors waive any right to claim damages of any nature whatsoever, based on the selection process and any communication associated with the selection and the final selection of successful Offeror.

We further acknowledge that the Florence County School District 3 has the right to verify any and all information submitted by the Offeror, to evaluate Offeror's integrity, reliability, and capacity for satisfactory performance, to wave any and all technicalities and to award a contract that is deemed in the best interest of the Florence County School District 3.

**FIRM NAME:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_